#### UNITED STATES DISTRICT COURT

for the Central District of California

Skybridge Spectrum Foundation, et al.	_)	
Plaintiff	)	
ν.	) Civil Action No. 2:11-cv-000993 (K	SH) (PS)
Mobex Network Services, et al.	) If the action is pending in another district,	state where
Defendant	) District of New Jersey	

# SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS OR TO PERMIT INSPECTION OF PREMISES

To: David Predmore

16231 Walrus Lane

Huntington Beach, CA 92649

Phone: (703)470-3452

Production: YOU ARE COMMANDED to produce at the time, date, and place set forth below the following documents, electronically stored information or objects, and permit their inspection, copying, testing, or sampling of the material:

#### I. DEFINITIONS FOR BELOW SIMPLE REQUEST:

- 1. "Subject Licensee" means Mobex Network Services LLC, Mobex Communications, Inc. (or any company with "Mobex" in its name); Waterway Communication Systems (or any company with "Watercom" or "Waterway Communications" in its name), Regionet Wireless License, LLC (or any company with "Regionet" in its name), Maritime Communications/Land Mobile LLC (or any company named MC/LM LLC or MCLM LLC), Fred Daniel or Orion Telecom, Paging Systems, Inc. (or any company with "Paging Systems" or "PSI" in its name), Touch Tel Corporation (or any company with "Touch Tel" in its name), and any agents, representatives or employees acting on behalf of any of the identified persons or entities, including, but not limited to, Donald DePriest, Sandra DePriest, John Reardon, Tim Smith, Dennis Brown or Curt Brown, David Predmore, Sharon Watkins, Robert Gurss or Bob Gurss, Paul Vander Hayden or Paul Vander Heyden, Robert Cooper or Bob Cooper, Susan Cooper, David Kling.
- 2. "Records" means a true and complete copy of all of the files, documents, emails, handwritten notes, invoices, correspondence, checks and all other hard copies or electronically stored documents of whatever kind located, stored or otherwise under your possession.
- 3. "You" means the entity identified in this subpoena "To" address above, and all representatives, agents and affiliates for purposes reflected in this subpoena.

#### II. Records to be Produced

- 1. A true and complete copy of all Records of the Subject Licensee or regarding the Subject Licensee that You have in your possession, including, but not limited to, any Records previously stored with Nation's Capital Archive Storage Systems and Iron Mountain. This includes any Records of the Subject Licensee that you have made copies of and have in your possession or have access to, whether they be in electronic, paper or other format.
- 2. A true and complete copy of all Records of any communications, of whatever kind, whether electronic, written or oral, that You have had with the Subject Licensee or regarding the Subject Licensee or with any of the Subject Licensee's representatives or agents up to the date of your response to this subpoena.

Date and Time to Produce Documents:
12/17/2012 9:00 am

The provisions of Fed. R. Civ. P. 45(c), relating to your protection as a person subject to a subpoena, and Rule 45(d) and (e), relating to your duty to respond to this subpoena and the potential consequences of not doing so, are attached.

Date:	11/29/12	CLEI	RK OF COURT		
			OR		
		Signature of Clerk or Deputy clerk		Attorney's Signature	-

The name, address, e-mail, and telephone number of the attorney representing (name of party) Skybridge Spectrum Foundation, et al, who issues or requests this subpoena, are:

Tendai Richards, Esq. (trichards@winnebanta.com)

Winne, Banta, Hetherington, Basralian & Kahn, P.C.

Court Plaza South - East Wing, 21 Main Street, Hackensack, New Jersey 07601 (201) 487-3800

AO 88B (Rev. 01/09) Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises (Page 2)

Civil Action No. 2:11-cv-000993 (KSH) (PS)

# PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

was re		or (name of individual and title, if a date)					
		served the subpoena on the ir					
			on (date)	; or			
	I left the subpoena at the individual's residence or usual place of abode with (name), a person of suitable age and discretion who resides there on (date), and mailed a copy to the individual's last known address; or						
	on (date)	, and mai	led a copy to the inc	dividual's last kn	own address; or		
	by law to accept	subpoena to (name of individual) service of process on behalf	of (name of organizatio	n)	, who is designated		
		on (date)		; or			
	☐ I returned th	ne subpoena unexecuted becau	ise		; or		
	other (specify	y):					
My fee	es are \$	for travel and \$	fo	r services, for a t	otal of \$		
		der penalty of perjury that this	s information is true				
Date: <sub>-</sub>			Server's signature	?			
			Printed name and	title			
			Server's address				

Additional information regarding attempted service, etc:

## Rule 45 Federal Rules of Civil Procedure, Parts C & D:

## (c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS:

- (1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce the duty and impose upon the party or attorney in breach of this duty an appropriate sanction which may include, but is not limited to, lost earnings and reasonable attorney's fee.
- (2)(A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.
- (B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.
- (3)(A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it
  - (i) fails to allow reasonable time for compliance;
- (ii) requires a person who is not a party or an office of a party to travel to a place more than 100 miles form the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial shall be held, or
- (iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or
  - (iv) subject a person to undue burden.

# (B) If a subpoena

- (i) requires disclosure of a trade secret or other confidential research, development, or commercial information or,
- (ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study and not at the request of any party, or
- (iii) requires a person who is not a party or an officer of party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or if the party in whose behalf the subpoena is issued show a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

# (d) DUTIES IN RESPONDING TO SUBPOENA

- (1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.
- (2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claims shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

UCC1 Financing Statement - Acknowledgment Copy Smith UCC1 Financing Statement - Acknowledgment CopyUCC1 Financing Statement - Acknowledgment Copy Filer Information Account ID:9461508 Name: MOBEX Attention:David Predmore Mailing Address: 453 EAST PARK PLACE City: JEFFERSONVILLEState: INPostal Code: 47130 County:Country:UNITED STATES Phone Number: 202-288-9656Fax Number: 812-288-0482 Email:predmores@att.net Reference Data:Smith UCC-1 Type of Filing: Financing Statement Real Estate Records:No Debtor Information - 1 Debtor(s) in your list Debtor 1 Organization Name: Mobex Network Services, LLC Type of Org:Ltd Liability CompanyJurisdiction State:DE Trust: - Trust Date: --OR-Individual Name: Last Name First Name Middle Name Suffix Mailing Address: 453 East Park Place City:JeffersonvilleState:IN Postal Code: 47130Country: UNITED STATES Capacity: Alternative Designation: null Authorized Party Type:Debtor Secured Party Information - 1 Secured Party(s) in your list Secured Party 1 Organization Name: -OR-Individual Name: Last Name: Smith First Name:Robert Middle Name:T Suffix: Mailing Address: 6701 Stonebridge Blvd. City:CharlestownState:IN Postal Code: 47111Country: UNITED STATES Alternative Designation:null Collateral Information All of the Debtor's interest in the spectrum, more particularly described on Exhibit "A" attached, licenses, authorizations and permits, including, without limitation, the right to receive all proceeds derived or arising from or in connection with the assignment or transfer of, or transfer of control over such licenses, authorizations and permits. Phoenix OR KAE889-12 09/07/2014 42-17-54 122-44-59Portland OR KAE889-13 09/07/2014 45-29-20 122-41-40Corona CA KAE889-14 09/07/2014 33-42-39

Page 1

UCC1 Financing Statement - Acknowledgment Copy Smith 117-32-010rcas Island WA KAE889-20 09/07/2014 48-40-45 122-50-31Eugene OR KAE889-22 09/07/2014 44-11-51 122-59-08Salinas CA KAE889-26 09/07/2014 36-32-06 121-37-09san Rafael CA KAE889-27 09/07/2014 37-55-44 122-35-11Walnut Creek CA KAE889-28 09/07/2014 37-52-54 121-55-05Camas WA KAE889-3 09/07/2014 45-40-33 122-22-33Bremerton WA KAE889-30 09/07/2014 47-32-51 122-46-59Los Gatos CA KAE889-33 09/07/2014 37-06-39 121-50-310lympia WA KAE889-34 09/07/2014 46-58-22 123-08-17Modesto CA KAE889-37 09/07/2014 37-30-31 121-22-26Coalinga CA KAE889-39 09/07/2014 36-18-14 120-24-07Rainier WA KAE889-4 09/07/2014 46-03-18 122-55-06Pine Valley CA KAE889-40 09/07/2014 32-52-39 116-24-54Palmdale CA KAE889-44 09/07/2014 34-32-50 118-12-43Woodburn OR KAE889-46 09/07/2014 45-07-52 122-17-28Seattle WA KAE889-48 09/07/2014 47-30-14 121-58-32Salem OR KAE889-6 09/07/2014 44-50-48 123-07-20Bakersfield CA KAE889-8 09/07/2014 35-25-47 118-44-56Charlevoix MI KCE278-1 07/14/2013 45-39-45 084-38-15Rogers City MI KCE278-2 07/14/2013 45-23-53 083-55-19Muskegon MI KPB531-1 07/14/2013 43-18-34 85-54-44Michigan City IN KPB531-2 07/14/2013 41-40-7 86-48-21Kenosha WI KPB531-3 07/14/2013 42-30-36 87-53-11Milwaukee WI KPB531-4 07/14/2013 43-05-48 87-54-19Lake Zurich IL KPB531-5 07/14/2013 42-14-10 88-03-54Chicago IL KPB531-6 07/14/2013 41-53-56 87-37-23Rochester NY KUF732-1 07/14/2013 43-08-07 077-35-02Syracuse NY KUF732-2 07/14/2013 42-56-42 076-01-28Toledo OH KUF732-3 07/14/2013 41-41-02 083-24-47Detriot MI KUF732-4 07/14/2013 42-28-58 083-12-19Buffalo NY KUF732-5 07/14/2013 43-01-48 078-55-15Erie PA KUF732-6 07/14/2013 42-02-22 080-03-45Cleveland OH KUF732-7 07/14/2013 41-22-45 081-43-12Venice LA WHG693 12/10/2012 29-13-58 089-23-29Fort Walton Beach FL WHG701 12/10/2012 30-23-25 086-12-16Mobile AL WHG702 12/10/2012 30-30-01 12/10/2012 30-23-23 000-12-10MODITE AL WHG/UZ 12/10/2012 30-30-01 088-09-53Bay St. Louis MS WHG703 12/10/2012 30-26-42 089-18-08Morgan City LA WHG705 12/10/2012 29-41-56 091-03-18Intracoastal City LA WHG706 12/10/2012 29-50-56 092-12-45Sabine Pass TX WHG707 12/10/2012 29-49-35 094-13-47Texas City TX WHG708 12/10/2012 29-28-01 095-00-93Sargent TX WHG709 12/10/2012 28-52-39 095-39-35Corpus Christi TX WHG710 12/10/2012 27-56-38 097-07-54Baffin Bay TX WHG711 12/10/2012 27-17-30 097-48-20New Orleans LA WHG712 12/10/2012 12/10/2012 27-17-30 097-48-20New Orleans LA WHG712 12/10/2012 12/10/2012 2/-1/-30 09/-48-20NeW OFTEARS LA WHG/12 12/10/2012 29-56-42 090-10-30Bayou Goula LA WHG/13 12/10/2012 30-12-33 091-08-440ak Ridge MS WHG714 12/10/2012 32-28-47 090-42-45Greenville MS WHG715 12/10/2012 33-18-33 091-02-00Commerce MS WHG716 12/10/2012 34-51-39 090-10-52Hickman TN WHG717 12/10/2012 36-29-35 089-16-18Bald Knob IL WHG718 12/10/2012 37-33-39 089-21-14Waterloo IL WHG719 12/10/2012 38-16-13 090-14-41Grafton IL WHG720 12/10/2012 39-00-13 090-29-58Hannibal MO WHG721 12/10/2012 39-36-26 091-18-014drian TL WHG722 12/10/2012 40-32-40 091-07-11Baynolds TL 091-18-01Adrian IL WHG722 12/10/2012 40-32-40 091-07-11Reynolds IL WHG723 12/10/2012 41-19-45 090-39-37Bryant IA WHG724 12/10/2012 42-02-04 090-20-19Sherrill IA WHG725 12/10/2012 42-37-05 090-46-37Midway IL WHG726 12/10/2012 37-14-36 088-36-05Hebbardsville KY WHG727 12/10/2012 37-44-52 087-24-59Lanesville IN WHG728 12/10/2012 38-11-33 085-55-58Bedford KY WHG729 12/10/2012 38-36-23 085-20-02Nicholson KY WHG730 12/10/2012 39-55-47 084-33-25Neel OH WHG731 12/10/2012 38-46-23 083-38-55Letitia KY WHG732 12/10/2012 38-36-10 083-03-41/47abia OH WHG733 12/10/2012 38-38-27 38-36-10 083-03-41Arabia OH WHG733 12/10/2012 38-38-27 082-24-37Beardstown IL WHG734 12/10/2012 39-50-21 090-28-14Peoria IL WHG735 12/10/2012 40-40-55 089-49-05ottawa IL WHG736 12/10/2012 41-10-33 089-02-18Joliet IL WHG737 12/10/2012 41-36-39 088-00-33Fords Ferry KY WHG738 12/10/2012 37-26-57 088-05-37Union star KY WHG739 12/10/2012 38-01-26 086-29-01Bashan OH WHG740 12/10/2012 39-03-21 081-49-53New Matamoras OH WHG741 12/10/2012 39-34-45 081-05-04Lansing IA WHG742 12/10/2012 43-14-32 091-10-18Ridgeway MN WHG743 12/10/2012 43-57-10 091-36-04Diamond Bluff WI WHG744 12/10/2012 44-39-50 092-34-01Laurel Hill LA WHG745 12/10/2012 30-53-20 091-21-09Natchez MS WHG746 12/10/2012 31-40-26 091-19-49Sherard MS WHG747 12/10/2012 34-09-46 090-46-04Fulton TN Page 2

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UCC1 Financing Statement - Acknowledgment Copy Smith
  WHG748 12/10/2012 35-37-32 089-51-24Shadyside OH WHG749 12/10/2012
  39-48-49 080-49-06Harahaville PA WHG750 12/10/2012 40-25-10 080-24-58Pensacola FL WHG751 12/10/2012 30-34-09 087-06-11Lake
  Charles LA WHG752 12/10/2012 30-00-54 093-14-30Port O'Connor TX WHG753 12/10/2012 28-33-09 096-36-31Brownsville TX WHG754 12/10/2012
 26-28-29 097-36-40Stokes County NC WHV733-1 11/08/2005 36-22-41 080-22-15Augusta GA WHV740-2 11/08/2005 33-26-15 082-05-25Ceasars Head SC WHV843-1 11/08/2005 35-06-29 082-37-02Gastonia NC WHV843-5
  11/08/2005 35-14-01 081-16-36Little Mountain SC WHV843-6 11/08/2005 34-11-20 081-24-160rlando FL WRV374-12 05/30/2011 28-32-22
 81-22-43Selden NY WRV374-14 05/30/2011 40-50-31 73-01-34Verona NJ
 WRV374-15 05/30/2011 40-50-04 74-13-20Allentown PA WRV374-16 05/30/2011 40-35-54 75-25-05Winterthur DE WRV374-17 05/30/2011
 39-48-01 75-35-39Valhalla NY WRV374-18 05/30/2011 41-04-13 73-47-23Miami FL WRV374-19 05/30/2011 25-41-07 80-18-53Manassas VA WRV374-2 05/30/2011 38-54-23 77-40-19Raymond ME WRV374-20 05/30/2011 43-55-28 70-29-26Spaulding FL WRV374-22 05/30/2011 30-22-45 81-49-59Charleston SC WRV374-23 05/30/2011 32-49-14 79-57-24Conway SC WRV374-24 05/30/2011 33-47-06 78-52-43Perrinville NJ WRV374-25 5/30/2011 40 13-31 4 74-24-55 553Vanash CA WRV374-26 05/30/2011
 5/30/2011 40-13-31.4 74-24-55.5Savannah GA WRV374-26 05/30/2011
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78-00-41Suffolk VA WRV374-28 05/30/2011 36-49-00 76-28-03Richmond VA WRV374-29 05/30/2011 37-36-52 77-30-54Philadelphia PA WRV374-3 05/30/2011 40-02-30 75-14-22Baltimore MD WRV374-31 05/30/2011 39-20-10 76-39-1.9New York NY WRV374-33 05/30/2011 40-42-18 74-00-49Fajardo PR WRV374-34 05/30/2011 18-18-28 65-47-39Rehobeth MA
WRV374-35 05/30/2011 41-51-54 71-17-13New Bern NC WRV374-36
05/30/2011 35-00-02 76-59-30Clearwater FL WRV374-39 05/30/2011
 27-53-36 82-42-22Hamden FL WRV374-40 05/30/2011 41-25-23
72-57-04Mangonia Park FL WRV374-8 05/30/2011 26-45-44 80-04-40
Payment Information
Amount Paid : $ 15.00Payment Method: Credit Card
Filing Date & Time: 04/08/2005 12:42 PM ESTUCC1 File Number:51083055
Credit Card Information
Card Type:DISCOVER Card Number: *********7794
Expiration Date:0907Reference Number:040805124222989
Name:David Predmore
Address1:2934 Fox Tail Court
Address2:
City:WoodbridgeState:VAPostalCode:22192
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Page 3

Misc Information: -

Back

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This Management Agreement ("Agreement") is effective as of December 3, 2005, by and between Communications Network the 1420 Non' Manager" and Manay Network Services Company, LLC ("Licensee").

WHIRIAS Licensee has been awarded Licenses for the construction ownersole and operation of ANTIS systems in Horida.

WHIREAS the Licenses universe Licenses to construct, on none operate consentional and penaled radio communications systems for commencial purposes including Motorcia Passacratechniquy;

AND WHEREAS CON mollik cases desire to provide for the construction management and operation on transfer radio dominant mions systems unliving the Licenses within their respective for the Area.

THE RELEGIFIE, both CCN and Electrica desire CCN to provide management services for the contain of the provided management services for the contained and forms educates communication of the contained by Electrical violation from the respective Service. More the "Licensee Systems")

FILE COPY

NOW THEREFORE, in consideration of the promises and of the mutual covenants and agreements contained herein, the parties hereto do hereby agree as follows:

# 1. Effective Date and Term.

This Agreement shall take effect on and as of the date hereof and shall continue for the Management Period. "Management Period" means the period beginning January 1, 2004 and ending on January 1, 2014; provided, however, that the Management Period shall be extended for five years and then from year to year thereafter unless either: Manager notifies Licensee, or Licensee notifies Manager, not later than sixty (60) calendar days prior to the end of the then current Management Period, of its intention to terminate the Management Period, in which event the Management Period shall terminate as of the last day of the then current Management Period.

#### 2. Appointment of Manager.

2.1. Licensee hereby appoints Manager as its sole and exclusive contractor to manage the operation of the Licensee Systems during the Management Period. For purposes of this Agreement, "Manager" shall mean acting to manage the Licenses within the Service Area. Thus, CCN will be Manager of Licensee channels listed in Exhibit A within its Service Area.

Nothing contained herein, however, shall be deemed a delegation by Licensee to Manager of the ultimate responsibility and authority of Licensee for the management of the Licenses, which responsibility and authority shall at all times be and remain vested in Licensee. Manager

hereby accepts such appointment and agrees to perform its obligations and responsibilities hereunder.

Manager shall provide to Licensee complete and unfettered access to all facilities and equipment relating to the Licensee Systems during the Management Period.

- 2.2. Manager shall devote such time and resources as are necessary to ensure proper and efficient performance of its obligations hereunder and shall make available therefor the full range of its expertise and experience.
- 2.3. Licensee shall at all times remain in day to day control of the Licenses and shall be responsible for taking all reasonable and appropriate steps necessary to preserve the Licenses issued to it, including, but not limited to, responding fully to any and all adversarial pleadings of whatever nature filed with the FCC or any State or local authority. Upon request by Licensee. Manager shall cooperate with and assist Licensee in taking such steps.

### 3. Services.

3.1. Manager shall be responsible for the management and operation of the Licensee Systems. To this end, Manager shall supervise all (i) such administrative, accounting, billing, credit, collection, insurance, purchasing, clerical and other general services as may be necessary to the administration of the Licensee Systems (ii) such operational, engineering, maintenance, repair and other technical services as may be necessary to the operation of the Licensee Systems; and (iii) such sales, advertising and other promotional services as may be necessary to

market the services provided by the Licensee Systems. Consistent with the foregoing and with sound commercial practice. Manager shall use its best efforts to render or obtain such services and perform or cause to be performed such duties, all at the sole cost and expense of Manager except as otherwise specifically provided herein, as shall be necessary or appropriate for the management and operation of each System, including, without limitation, the following:

- 3.1.1 Developing and proposing a marketing and promotional program for the consideration of Licensee and implementing those programs approved by Licensee including the negotiation of appropriate or beneficial agreements; and
  - 3.1.2. Using its best efforts to load users onto each such Licensee System.
- 3.2. Manager shall, as Contractor for Licensee, be responsible for billing, collecting and receiving all sums payable on account of services provided over the Licensee Systems. Licensee shall immediately endorse and remit to Manager any payments on customer accounts which otherwise should have been directed to Manager. Licensee, with the prior approval of Manager, shall deliver a notice to all customers of the Licensee Systems within the Service Area instructing them to make payments to Manager. Manager shall use its best efforts to collect all unpaid accounts receivable generated by the Licensee Systems.
- 3.3 Manager shall offer, sell and install radio equipment and Manager shall be entitled to retain all of the revenue derived from such radio equipment sales and installations.
  - 3.4 See Exhibit C for schedule of services offered to CCN

# 4. Compensation.

- 4.1 Manager shall pay to Licensee the amounts listed on Exhibit B, on a monthly basis. Such amounts shall be included in the total costs to manager of operating the Licensee Systems.
- 4.2 To the extent that the access and airtime revenues generated on the License Systems are greater than the actual total costs relating to enhancement, maintenance, operation, or use of the radio communication systems subject to this Agreement, such excess revenues shall not be paid to Licensee but shall be retained by Manager.
- 4.3 To the extent that operating costs of Licensee Systems incurred by Manager on Licensee's behalf exceed revenues for any given period of time, such excess costs shall be paid by Manager and shall be treated as "System Debt" for purposes of this Agreement. System Debt shall be reduced by Manager on Licensee's behalf out of any future proceeds which exceed operating costs.

# 5. Limitations.

In addition to those matters elsewhere listed in this Agreement for which Licensee's prior approval is required. Manager shall have no authority, without prior written approval by Licensee, to bind contractually or otherwise commit Licensee to any course of actions or to settle legal action or

litigation in the name of Licensec brought by or against Licensee.

# 6. FCC Compliance.

Manager expressly recognizes that Licensee is licensed by the FCC and operates under applicable federal and state statutes, rules and regulations. Therefore, Manager expressly warrants that Manager shall not represent itself as the federal Licensee of AMTS service offered over any Licensee Systems. If the FCC determines that any provision of this Agreement or the performance thereof violates any FCC rule, policy or regulation, Manager and Licensee shall immediately make all required good faith efforts to comply with all such applicable rules, policies or regulations. It is expressly agreed and understood that nothing in this Agreement will constitute a transfer of "control" (as defined by the rules and regulations of the FCC) from Licensee to Manager or any other Person of any Licensee Systems or the related Licenses.

#### 7. Termination.

- 7.1 Either party may terminate this Agreement by ninety days' advance written notice to the other in the event of:
- 7.1.1. a substantial breach of this Agreement by the other or of the representations, warranties or covenants of the other which has not been cured within thirty (30) calendar days of receipt by the other of written notice of such breach from the party effecting such termination; or

7.1.2 Upon sixty (60) days' notice prior to the end of the then current Management Period; or

7.1.3 Manager becomes insolvent or files for Bankruptcy.

# 8. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of Manager and Licensee and their respective Affiliates, heirs, representatives, successors and permissible assigns. This agreement may be assigned by Licensee.

# 9. Mediation.

In the event of a dispute between Licensee and Manager arising out of or relating to this Agreement, the parties shall submit such dispute to a mediator agreed to by both parties as soon as practicable after the dispute arises and before commencement of litigation or arbitration. The parties shall exercise their best efforts in good faith to resolve all disputes in mediation,

# 10. Future Spectrum Requirements

Mobex will make its best efforts to provide to CCN, either directly or indirectly, additional frequencies necessary to expand number of channel pairs within the contour (Exhibit A) or the footprint area as required by CCN. In the unlikely event that the Riverview or Holopaw site(s) violate the contour of an incumbent, Mobex will make its best efforts to assist CCN in the redesign of the contour in order to protect the rights of the incumbent.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

MOBEX NETWORK SERVICES, LLC

Matthew Neuberger Vice President, Sales CENTRAL COMMUNICATIONS NETWORK, INC.

Grace C. Lindblom

President

# **EXHIBITS**

### EXHIBIT A

# Channel Plan with Frequencies and Sites

#### Site of Lettinge City

Site ECC ID: 1020781 Lantade: 28-85-17 N Longitude: \$1-19-8 W Transmit Power: 12 Watts Transmit Antenna Height 1610 feet vGL Transmit Antenna Type: DB224 Transmit ERP: 5.0 Watts

#### Frequencies (Transmit Receive):

1 - 217.5375 / 219.5375 MHz 2 - 217.5875 | 219.5875 MHz 3 - 3 / 7.6375 | 219.5375 MHz

#### Site #2 - Richland Towers

Site FCC (D): 1212124 Latitude: 28-35-12.6 N Lyapatude: NI-4-57.5 W Transmit Power: 12 Watts Transmit Antenna Height: 1010 feet AGI Transmit Automa Type: DB224 Transmit ERP: 5.0 Watts

#### Frequencies (Transmit Receive):

1 - 217.5125 / 219.5125 MHz 2 - 217.5625 / 219.5625 MHz 3 - 217.6125 / 219.6125 MHz 4 - 217.6625 - 219.6625 MHz 5 - 217. 1125 / 219.7125 MHz 6 - 217.7625 / 219.7625 MHz 7 - 217.8125 - 219.8125 MHz 5 - 217.8625 / 219.8625 MHz

# She to Winter Canden

Site FCC ID: 1056078 Lat tude: 28-33-34 N Longitude: 81-35-38 W Transmit Power: 12 Wans Transmit Antenna Height: 660 feet AGL Transmit Antenna Type: DB224 Transmit FRP: 6.3 Watts

#### Frequencies (Transmit Receive);

\* PERSONAL PARAMETERS

#### Site #4 Davenport

Site FCC ID: 1020886 Latitude: 28-13-0.1 N Longitude: 81-38-55.5 W Transmit Power: 11 Watts Fransmit Antonna Height: 320 feet AGI Transmit Antonna Type: DB224 Transmit LRP: 6.3 Watts

# Frequencies (Transmit Receive):

1 217 5375 219 5375 MHz 2 - 217.5875 219.5875 MHz 3 - 217 6375 219.6375 MHz 4 - 217.6875 219.6875 MHz 5 - 217 7375 219 7375 MHz 6 - 217.7875 219.7875 MHz

#### Site as Holopaus

Site FCC ID: 1038158 Latitude 28:5-38 N Longitude: 81-7-27 W Transmit Power: 10 Watts Transmit Antenna Height: 500 feet AGL Fransmit Antenna Type DB224 Transmit ERP: 6.2 Watts

#### Frequencies (Transmit Receive);

1 217.5500 219.5500 MHz 2 - 217.6500 219.6000 MHz 3 217.6500 219.6500 MHz

#### Site #6 - Knights Station

Site FCC ID: 1028020 Latitude 28-4.41.8 N Longitude 82-2-26.5 W Transmit Powert 6 Watts Fransmit Antenna Height: 410 feet AGL Transmit Antenna Type: DB224 Transmit ERP: 4.0 Watts

# Proquencies (Transmit Receive)

1 - 217.5125 · 219.5125 MHz 2 - 217.5625 · 219.5625 MHz 3 - 217.6125 · 219.6125 MHz

# Site #7 Spectra Site

Site FCC ID: 1020771 Latitude: 29-10-25 N Longitude: 81-9-23 W Transmit Power: 8 Watts

Transmit Antenna Height 260 feet AGI

Fransmit Antenna Type: DB224 Offset @ 70 degrees

Transmit FRP: 5.0 Watts

# Trequencies (Transmit Receive):

1 - 217 6500 - 219.6500 MHz 2 - 217 7000 - 219.7000 MHz 3 - 217 7500 1219 7500 MHz

#### Site #8 Omni

Site FCC ID: Unknown Latitude: 28-25-31.3 N Longitude: 81-27-51.5 W Irtusmit Power: 8 Watts Transmit Antenna Height: 397 feet AGL

Transmit Antenna Type: DB573

Transmit FRP: 3.2 Watts

# Frequencies (Transmit/Receive):

1 - 217.8250 - 219.8250 MHz 2 - 217.8750 / 219.8750 MHz 3 - 217.9250 - 219.9250 MHz 4 - 217.9750 - 219.9750 MHz

# Site 49 Heliday

Site 1 C.C. ID: 1027755 Latitude: 28-10-56.6 N Longitude: 82-46-5.47 W Transmit Power: 12 Watts

Fransmit Antenna Height: 1010 feet AGI

Fransmit Antenna Type: DB224 Offset (g) 105 degrees

Transmit FRP 5.0 Watts

# Frequencies (Transmit Receive):

1 - 217.5250 | 219.5250 MHz

2 - 217.5750 - 219.5750 MHz

3 217.6250 / 219.6250 MHz

4 - 217.6750 219.6750 MHz

5 - 217 7250 219,7250 MHz

6 - 217.7750 / 219.7750 MHz

#### Transmit FRP: 4.0 Watts

#### Eraquencias (Transmit Receive):

1 - 217.5375 / 219.5375 MHz 2 - 217.5875 | 219.5875 MHz 3 - 217.6375 | 219.6375 MHz 4 - 217.6875 / 219.6875 MHz 5 | 217.7375 | 219.7315 MHz

#### She #11 - Riverview

Site FCC ID: 1057473 Latitude: 27-49-1018 N Longitude: 82-15-38 W Transmit Power: 14 Watts Transmit Antenna Height: 860-feet AGL Transmit Antenna Type: DB224 Transmit ERP: 6.2 Watts

#### Frequencies (Fransmit Receive):

217.5500 219.5500 MHz 2-217.6000 / 219.6000 MHz 3-217.6500 / 219.6500 MHz 1-217.5000 219.7500 MHz 5-217.7500 / 219.7500 MHz 0-217.8000 / 219.8000 MHz

#### Site #12 - Seminale

Site I CC ID: 1037654 Latitude: 37-50-53 N Longitude: 82-48-48 W Transmit Power: 5.5 Whits Fransmit Antenna Height: 160 feet AGL fransmit Antenna Type: DB224 Transmit FRP: 4.0 Waits

#### Trequencies (Transmit Receive):

1 - 217.5125 / 219.5125 MHz 2 - 217.5025 | 219.5625 MHz 3 - 217.6125 / 219.6125 MHz 4 - 217.6625 | 219.6625 MHz 5 - 217.7125 / 219.7125 MHz 6 - 217.7625 / 219.7625 MHz 7 - 217.8125 / 219.8125 MHz 8 - 217.8625 / 219.8625 MHz

#### Site #13 Venice

Site I CC ID; 4-2757.)
Lantide 27-7-59.2 N
Lengituder N2-23-36.4 W
Transmit Powerr 7 Waits
Transmit Antenna Height: 460 feet AGL
Lansmit Antenna Type DB224 Offset = 40 degrees
Transmit FRP; 4,0 Waits

Frequencies (Transum Receive):

To Be Determined

# Site #14 Pinnacle

Site FCC ID: 1031421 Latitude: 27-59-20 N Longitude: 80-43-34 W Fransmit Power | 8 Watts Transmit Antenna Height: 410 feet AGL Fransmit Antenna Type, DB264 (a. 120 degrees Transmit ERP: 10.0 Watts

Frequencies (Transmit Receive):

To Be Determined

Commencement date:

Payment shall occur on completion of construction on a site-by-site basis no later than thirty days (30) after agreed upon construction schedule between Mobex, CCN, and Lockard & White. The construction schedule will be agreed upon and provided as an attachment to this agreement no later than 12/31/03.

Number of channel pairs:

68

Pricing schedule:

	City	Rural		
	Per channel (49)	Per channel (19)	Monthly	Annual
Year 1	305	214	\$ 19,011	\$228,132
Year 2	305	214	\$ 19,011	\$228,132
Year 3	612	429	\$ 38,139	\$457,668
Year 4	643	429	\$ 39,658	\$475,896
Year 5	675	429	\$ 41,226	\$494,712
Year 6	675	441	\$ 41,454	\$497,448
Year 7	675	455	\$ 41,720	\$500,640
Year 8	695	469	\$ 42,966	\$515,592
Year 9	716	473	\$ 44,071	\$ 528,852
Year 10	738	488	\$ 45,434	\$545,208

Terms:

Ten (10) years with an automatic five (5) year renewal

**Escalator:** 

3% per year starting in year eight (8)

15

W. 12/3/03

# Other Services

Marketing - Mobex will, at its own cost, provide four direct mail campaigns covering Orlando and Tampa

Each campaign will consist of: (i) mailer with CCN's logo and information, (ii) SIC code list based on criteria provided by CCN, and (iii) follow up calling service to generate qualified leads. All prospect information generated from mailing campaigns will be sent directly to CCN, not to exceed \$20,000.

Sales Training - Mobex has developed a methodology for evaluating and selling PassPort services to prospective subscribers that could be shared with CCN's sales team at no charge

This is a 1 day class

existing PassPort markets. Mobex will provide an "after hours" (5pm – 9am, seven days a week) user Customer service – Mobex operates a 24/7 PassPort customer service department that services our support 800 number at no additional cost to CCN during the contract period In the event customer service is able to remedy the caller's issue, CCN would receive a full report on the call including recommendations for further follow up by CCN if necessary If customer service could not address the issue, such as power outage at a site, customer service would contact a designated representative at CCN immediately Engineering support – Mobex has an engineering team experienced in deploying PassPort systems. As a Mobex customer, CNN will have access to our engineering team during the construction and deployment phase on the aforementioned frequencies listed in Exhibit A.

# CERTIFICATE OF SELLER

Pursuant to Section 5 (a)(v) of the Asset Purchase Agreement dated as of 27 day of November, 2005, (the "Agreement") by and between Maritime Communications/Land Mobile, LLC, a Delaware limited liability company ("the Buyer"), and MOBEX Network Services, LLC, a Delaware limited liability company (the "Seller"), the undersigned does hereby certify on behalf of the Seller as follows:

- 1. The representations and warranties of Seller set forth in Section 2 of the Agreement are true and correct in all respects as of the date hereof as though made on and as of the date hereof.
- 2. Seller has performed and complied with all of its covenants under the Agreement in all respects on or prior to the date hereof.
- 3. No action, suit, investigation inquiry, or other proceeding is pending or threatened against the Seller before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction wherein an unfavorable judgment, order, decree, stipulation, injunction, or charge would (A) prevent consummation of any of the transactions contemplated by the Agreement or impose damages or penalties upon any parties if such transactions are consummated, (B) cause any of the transactions contemplated by the Agreement to be rescinded following consummation, or (C) affect adversely the right of the Buyer to own, operate, or control the Acquired Assets (and no such judgment, order, decree, stipulation, or charge is in effect).

IN WITNESS WHEREOF, Seller has executed this Certificate as of 27th day of November, 2005.

MOBEX Network Services, LLC, A Delaware limited liability company

David N. Predmore

Its General Counsel

#### INTELLECTUAL PROPERTY NON-COMPETITION AGREEMENT

This Intellectual Property Non-Competition Agreement (hereinafter referred to as "Non-Competition Agreement") is made as of May 13, 2005 by and between Mobex Network Services, LLC, ("Seller"), Mobex Communications, Inc., ("Seller's Parent") and Maritime Communications/Land Mobile, LLC ("Buyer").

In connection with the Asset Purchase Agreement (the "Agreement"), dated May \_\_\_\_ 2005, between Seller and Buyer, Seller agrees as follows:

- 1. Seller and Seller's Parent are the owners of the entire right, title and interest in, to and under the Intellectual Property set forth on Disclosure Schedule 2(d) ("Intellectual Property") of the Agreement and made a part hereof;
- 2. Neither Seller, Seller's Parent nor any of its affiliates or subsidiaries, shall use any of the Intellectual Property in competition with Buyer's end-to-end solutions for private and shared wireless voice and data communications systems.
- 3. This Non-Competition Agreement shall be valid for a period of two (2) years from the effective date of the Agreement between Buyer and Seller.
- 4. A breach of this Non-Competition Agreement shall constitute a serious impairment of the parties' business interests. The parties agree that any unauthorized use of the Intellectual Property in violation of this Non-Competition Agreement would cause irreparable harm for which no adequate remedy is available at law. Accordingly, either party shall be entitled to immediate injunctive relief prohibiting any violation of this Non-Competition Agreement, as well as any other appropriate remedies.

We, the undersigned, certify that we agree to these terms and that we have the requisite power to bind our respective companies and its individuals to abide by this Non-Competition Agreement.

ву:	Modex Network Services, LLC	ву:	Modex Communications, Inc
Name: Title:	John Reardon President	Name: Title:	David Predmore Chief Administrative Officer
Ву:	Maritime Communications/Land Mol	bile, LLC	
Name: Title:			

# STEWART SOKOL & GRAY LLC

#### ATTORNEYS AT LAW

John Spencer Stewart\*†©¤ Jan D. Sokol\*†¤ Arnold I. Gray † Susan Z. Whitney\*‡ H. Lee Cook\*© Jeffrey B. Wilkinson\*† Thomas A. Larkin\*©¤ 2300 SW FIRST AVENUE. SUITE 200 PORTLAND, OREGON 97201-5047 (503) 221-0699 FAX (503) 223-5706 www.lawssg.com

Angela M. Otto\* Matthew A. Wandf\* Robert B. Coleman Lawrence A. Wagner Nadya V. Martin Tyler J. Stotti

March 25, 2005

E-mail: jdsokol@lawssg.com Direct Fax: (503) 227-5028 All Members of Oregon Bar \*Washington Bar † District of Columbia Bar © Alaska Bar © Idaho Bar ‡ Nevada Bar

Certified Mail, Return Receipt Requested

John Reardon Mobex Communications, Inc. 453 East Park Place Jeffersonville, IN 47130

Re:

Day Management Corporation dba Day Wireless Systems v. Mobex

Communications, Inc., et al.

U.S.D.C. of Oregon Case No. CV 03-1399 JE

Our File No. 6316-32642

Dear Mr. Reardon:

As you are aware, Regionet/Mobex entered into a number of site and space leases, including Tacoma, KGON, Rainier Hill, Goat Mt., Goat/Skyline and Oakland. In addition, Day Wireless and Regionet entered into a Maintenance Agreement. All of the above agreements are in default and the total amount currently past due and owing is \$49,522.26. Attached please find a spreadsheet setting forth those amounts.

Please be informed that if the total amount of \$49,522.26 is not received within ten (10) days of the date of this letter, Day Wireless intends to terminate each of the above agreements, terminate the power supply to Regionet/Mobex's equipment at each site or space, remove any of licensee's equipment and place them in storage or sell them for Regionet/Mobex's account as permitted by law.

Very truly yours.

STEWART SOKOL/& GRAY, LLC

Jan D. Sokol

JDS:dls

Enc.

cc: Dave Predmore (w/enc. by Certified-Mail, Return Receipt Requested)

Day Wireless

W:\WORK\Clients D-F\Day Wireless Systems\Regionet Wireless\JAN\Correspondence\Reardon.001.wpd



**EXHIBIT C** 

December 30, 2005

Mr. Donald R. DePriest Maritime Communications/Land Mobile, LLC P. O. Box 1076 Columbus, MS 39703

Dear Mr. DePriest:

I am the General Counsel for MOBEX Network Services, LLC, a Delaware limited liability company, (the "Seller") in connection with the preparation of the Asset Purchase Agreement dated as of 20<sup>th</sup> day of May, 2005 (the "Agreement"), and have participated on its behalf in connection with the purchase and sale to be made by you with the Seller pursuant to the Agreement (the "Transaction"). The Agreement, the Warranty Deeds, the Assignment of Leases, the General Assignments and the Instrument of Assumption are referred to in this Opinion Letter as the Transaction Documents.

In connection with this Opinion Letter, I have examined signed copies of the Transaction Documents and a certificate as to certain objective facts executed by an officer of the Seller (the "Officer's Certificate"). I have considered such matters of law and fact, and relied upon such certificates and other information furnished to us, as I have deemed appropriate as a basis for my opinions set forth below. I have also relied upon the representations of the Seller made in the Agreement.

This Opinion Letter is governed by, and shall be interpreted in accordance with, the Legal Opinion Accord (the "Accord") of the ABA Section of Business Law (1991). As a consequence, it is subject to a number of qualifications, exceptions, definitions, limitations on coverage and other limitations, all as more particularly described in the Accord, and this Opinion Letter should be read in conjunction therewith. The law covered by the opinions expressed herein is limited to the Federal law of the United States and the law of the States where Seller is doing business.

Based upon the foregoing, and subject to the qualifications and exceptions set forth below, we are of the opinion that:

- 1. The Seller is a limited liability company organized and existing under the laws of the state of Delaware.
- 2. The Seller has the requisite company authority to enter into the Transaction Documents, perform its obligations thereunder and to own its properties and carry on its business as presently conducted in the various states.
- 3. The Agreement and each of the other Transaction Documents contemplated thereby to which the Seller is a party have been duly authorized, executed and delivered by the Seller and each are enforceable against the Seller in accordance with its terms.
- 4. The execution and delivery by the Seller of, and performance of its obligations under, the Transaction Documents do not violate the Seller's Certificate of Formation or bylaws or, based and relying upon the Officer's Certificates, breach, or result in a default under any of the agreements or instruments identified therein or require the consent or other action of or filing with any governmental body or agency which has not been obtained or which has not been made.
- 5. The Assignment of Leases, Warranty Deeds and the General Assignments convey all of the Seller's right, title and interest in the Acquired Assets to the Buyer and the Assignment of Leases and Warranty Deeds are in appropriate form under the laws of the various states for recording.
- 6. The Seller has obtained and validly holds the FCC Licenses listed in Attachment 1 to this opinion letter. The FCC Licenses listed in Attachment 1 constitute the only authorizations, licenses, and permits of the FCC required by the FCC or necessary in connection with the present operation of Seller's business. The FCC Licenses listed in Attachment 1 are in full force and effect and are duly issued in the name of, or validly assigned to, the Seller. The FCC has approved the assignment of the Licenses from the Seller to the Buyer, and such approval is in full force and effect, and is no longer subject to administrative or judicial review. Upon execution and delivery of the General Assignments, the Buyer will validly hold the FCC Licenses.
- 7. The Seller has filed with the FCC all material reports, documents, instruments, information, and applications required to be filed pursuant to FCC rules, regulations and requests. No notice has been issued by the FCC which permits, or after notice or lapse of time or both, would permit, revocation or termination of any of the FCC Licenses prior to the respective expiration dates thereof, or which results or would result in any other material impairment of any rights thereunder.

#### (202) 288-9656

- 8. The Seller's business is now operating, and prior to the date hereof was operating, in compliance in all material respects with the Communications Act of 1934, as amended, and the rules and regulations of the FCC promulgated thereunder. There is not now issued or outstanding, pending or threatened, any Notice of Violation, Order to Show Cause, complaint or investigation or rulemaking proceeding by or before the FCC which might materially threaten or adversely affect any of the FCC Licenses or result in any substantial adverse effect upon the operation of Seller's business nor is there any reason to believe, as of the date hereof, that any of the FCC Licenses will not be renewed in the ordinary course.
- 9. The execution, delivery and performance by the Seller of its obligations under the Transaction Documents (a) is not contrary to the Communications Act of 1934, as amended, (b) will not result in any violation of the present rules, regulations or policies of the FCC promulgated thereunder; and (c) will not cause any forfeiture or impairment of any of the FCC Licenses.

This Opinion Letter may be relied upon by you only in connection with the Transaction and may not be used or relied upon by any other person for any purpose whatsoever without this firm's prior written consent.

Very truly yours,

David N. Predmore, Esq. General Counsel Mobex Network Services, LLC VSB # 47857 6200 East Hwy 62 • Bldg. 2501 • Suite 875 • Jeffersonville, IN • 47130-4753 (202) 288-9656

# ASSET PURCHASE AGREEMENT

	This	Agreement	("Agreem	ent") is	entered	into	as of	the	day
of	,	2005, by and	between N	MOBEX N	Jetwork S	Service	s, LLC,	a Delav	vare limited
liability	y con	npany, ("Sell	ler") and	Maritime	Commu	nicatio	ns/Land	d Mobil	le, LLC, a
Delawa	are lin	nited liability	company,	("Buyer")	. The Bu	iyer ai	nd the S	Seller are	referred to
individ	ually	as the "Party'	or collect:	ively as th	ne "Partie	s.'" Ca	pitalize	d terms	used in this
Agreen	nent a	re defined in	Section 8 h	ereof.			_		

Subject to the terms and conditions of this Agreement, the Buyer hereby agrees to purchase all of the assets of the Seller for cash.

Now, therefore, in consideration of the above premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows:

#### 1. Basic Transaction.

- a. <u>Purchase and Sale of Assets.</u> On and subject to the terms and conditions of this Agreement, the Seller agrees to sell, transfer, convey and deliver to Buyer and Buyer agrees to purchase from the Seller, all of the Acquired Assets. Such sale shall take place at the Closing for the consideration specified below in this Section 1.
- b. <u>Purchase Price</u>. The Buyers agree to pay to the Seller, as consideration for the Acquired Assets, the purchase price (the "Purchase Price') described in Schedule A to this Agreement.
- c. <u>Closing</u>. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place in person or via U.S. mail or reputable overnight courier, between the fifth and tenth business day after the FCC approval of the Assignment Application (and subject to the termination provisions in Sections 9(a)(iv), 9(a)(v), and 9(a)(vii) below), by which date all other conditions to the obligations of the Parties to consummate the transactions contemplated hereby will have been satisfied (the "Closing Date").
- d. <u>Deliveries at the Closing.</u> At the Closing, (i) the Seller will deliver to the Buyer the various certificates, instruments, and documents referred to in Section 5(a) below; (ii) the Buyer will deliver to the Seller the various certificates, instruments, and documents referred to in Section 5(b) below; (iii) the Seller will execute, acknowledge (if appropriate.), and deliver to the Buyer (A) assignments (including Lease and other Assumed Contract assignments and Intellectual Property transfer documents), bills of sale and warranty deeds per forms attached as Exhibits A-I and A-2, (B) such affidavits, transfer tax returns, memorandums of lease, and other additional documents as may be required by the terms of the title insurance commitments described in Section 4(1) hereof, as necessary to furnish title insurance as required by such section or as may be

necessary to convey title to the Real Estate to the Buyer in the condition required herein or provide public notice of existence of the Leases, and (C) such other instruments of sale, transfer, conveyance, and assignment as the Buyer and its counsel reasonably may request; (iv) the Buyer will execute, acknowledge (if appropriate), and deliver to the Seller (A) an assumption in the form attached hereto as Exhibit A-3 and (B) such other instruments of assumption as the Seller and its counsel reasonably may request; and (v) the Buyer will deliver to the Seller the consideration specified in Section 1(c) above.

#### 2. Representations and Warranties of the Seller.

The Seller represents and warrants to the Buyer that the statements contained in this <u>Section 2</u> with respect to the Seller are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date, except as set forth in the Disclosure Schedule.

- a. <u>Organization of the Seller</u>. Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of Delaware. Seller does not have any Subsidiaries. Seller has the power and authority to own or lease its properties and to carry on all business activities now conducted by it. The members of seller are listed in Section 2(a) of the Disclosure Schedule.
- b. <u>Authorization of Transaction.</u> Seller has full power and authority to execute and deliver this Agreement and all agreements and instruments to be executed and delivered by such Party pursuant to this Agreement (collectively, the "Ancillary Agreements") and to perform its obligations hereunder and thereunder. This Agreement and the Ancillary Agreements constitute the valid and legally binding obligation of the Seller enforceable in accordance with their respective terms and conditions.
- c. Noncontravention. Neither the execution and the delivery of this Agreement or the Ancillary Agreements, nor the consummation of the transactions contemplated hereby and thereby (including the assignments and assumptions referred to in Section 1(d) above), will (i) violate any statute, regulation, rule, judgment, order, decree, stipulation, injunction, charge, or other restriction of any government, governmental agency, or court to which the Seller is subject or any provision of the Certificate of Formation or bylaws of the Seller; or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice or third party consent (that Seller does not attempt to obtain as described below) under any contract, lease, sublease, license, sub-license, franchise, permit, indenture, agreement or mortgage for borrowed money, instrument of indebtedness, Security Interest, or other agreement, arrangement to which the Seller is a party or by which it is bound or to which any of its assets is subject (or result in the imposition of any Security Interest upon any of its assets). Other than with respect to the Assignment Applications described in Section 4(b), the Seller does not need to give any notice to, make any filing with, or obtain any Licenses, consent, or approval of any court or government or governmental agency in order for the Parties to

enter into this agreement or the Ancillary Agreements or to consummate the transactions contemplated by this Agreement or the Ancillary Agreements.

- d. <u>Title to Acquired Assets.</u> Other than the Security Interests set forth on Section 2(d) of the Disclosure Schedule (which shall be released at or before the Closing) the Seller has good and marketable title to all of the Acquired Assets, free and clear of any Security Interest or restriction on transfer.
- e. <u>Financial Statements</u>. Included in Section 2(e) of the Disclosure Schedule are the following financial statements (collectively the "Financial Statements"): (i) unaudited balance sheets and statements of income, and cash flow as of and for the fiscal years ended December 31, 2002, December 31, 2003, and December 31, 2004 for the Seller; and (ii) unaudited balance sheets and statements of income, as of and for each month during 2004 and each month to date in 2005 for the Seller. The Financial Statements have been prepared in conformity with the Seller's normal accounting policies, practices and procedures applied on a consistent basis, throughout the periods covered thereby, are correct and complete to the best of Seller's knowledge, fairly present the financial condition of the Seller and the results of operation of Seller at the dates and for the periods indicated, and are consistent with the books and records of the Seller (which books and records are correct and complete). In all material respects, the Financial Statements accurately state the revenues of the Seller for the period indicated therein.
- f. Events Subsequent to January 1, 2005. Since January 1, 2005, except as set forth in Section 2(f) of the Disclosure Schedule, there has not been any material adverse change in the assets, liabilities, business, financial condition, operations, results of operations, or future prospects of the Seller. Without limiting the generality of the foregoing and with respect to the operation of the Seller since January 1, 2005:
- (i) other than this Agreement, Seller has not entered into any agreement, contract, lease, sublease, license, or sub-license (or series of related agreements, contracts, leases, subleases, licenses, and sub-licenses) outside the Ordinary Course of Business;
- (ii) Seller has not delayed or postponed (beyond its normal practice in the Ordinary Course of Business) the payment of accounts payable and other Liabilities, or, where Seller has delayed or postponed the payment of accounts payable and other Liabilities, Seller will pay any past due amounts at or prior to the Closing; {Gary, the Seller has been slow in paying certain non-critical accounts simply due to a lack of cash. We would catch these up at or prior to the Closing out of the proceeds of this transaction};
  - (iii) the Seller has not altered its credit and collection policies or its

# accounting policies;

- (iv) there has not been any other occurrence, event, incident, action, failure to act, or transaction outside the Ordinary Course of Business involving the Seller;
- (v) the Seller has not applied to the FCC for any modification of the FCC Licenses or failed to take any action necessary to preserve the FCC Licenses and has operated in compliance therewith and with all FCC rules and regulations;
- g. Tax Matters. The Seller has timely and properly filed all Tax Returns that it was required to file with respect to the Seller's operations. All such Tax Returns were correct and complete and properly reflect the tax liability of the Seller in all material respects. No Tax deficiencies have been proposed or assessed against the Seller. All Taxes owed by the Seller with respect to its operations (whether or not shown on any Tax Return) either have been paid or will be paid out of proceeds due to Seller at the Closing {Gary, the Seller will likely owe some annual property tax for its assets in Jeffersonville, Indiana, and related miscellaneous items which will all be paid out of proceeds at the Closing, if not earlier.}. The Seller has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, creditor, independent contractor, or other third party. No claim has ever been made by any authority in any jurisdiction where the Seller does not file Tax Returns that they are or may be subject to taxation by that jurisdiction.
- h. <u>Tangible Assets.</u> Section 2(h) of the Disclosure Schedule sets forth a listing of all tangible personal property used in conducting the operation and business of the Seller. The Seller owns or leases all tangible assets necessary for the conduct of its operations and business and all leased assets are specifically identified as such in Section 2(h) of the Disclosure Schedule.
- i. <u>Real Property.</u> Section 2(i) of the Disclosure Schedule lists and describes briefly all Owned Real Estate and real property leased to the Seller (including, without limitation, complete legal descriptions for all of the Real Estate). The Seller has delivered to the Buyers correct and complete copies of the Leases. With respect to the Real Estate:
- (i) the Seller has good and marketable title to all of the Owned Real Estate free and clear of all liens, charges, mortgages, security interests, easements, restrictions or other encumbrances of any nature whatsoever except real estate taxes for the year of

Closing and municipal and zoning ordinances and recorded utility easements which do not impair the current use, occupancy or the marketability of title of the property and which are disclosed in Section 2(i) of the Disclosure Schedule (collectively, the "Permitted Real Estate Encumbrances");

- (ii) the Leases are legal, valid, binding, enforceable, and in full force and effect;
- (iii) to Seller's Knowledge, no party to any Lease is in breach or default (or has repudiated any provision thereof), and no event has occurred which, with notice or lapse of time, would constitute a breach or default thereunder or permit termination, modification, or acceleration thereunder; or if such event has occurred, Seller will remedy such breach by making payment in full at or prior to the Closing;
  - (iv) there are no disputes or oral agreements in effect as to any Lease;
- (v) none of the Owned Real Estate and to the Seller's Knowledge, none of the properties subject to the Leases is subject to any lease option to purchase or rights of first refusal:
- (vi) except for Permitted Real Estate Encumbrances, there are no (i) actual or, to the Seller's Knowledge, proposed special assessments with respect to any of the Real Estate; (ii) pending or, to the Seller's Knowledge, threatened condemnation proceedings with respect to any of the Real Estate; (iii) to the Seller's Knowledge, structural or mechanical defects in any of the buildings or improvements located on the Real Estate; (iv) any pending or, to the Seller's Knowledge, threatened changes in any zoning laws or ordinances which may materially adversely affect any of the Real Estate or Seller's use thereof in the manner specified in the case of (i) through (iv) above;
- (vii) the Seller has not assigned, transferred, conveyed, mortgaged, deeded in trust, or encumbered any interest in the Leases or its rights thereunder;
- (viii) to the Seller's Knowledge, all facilities on the Real Estate have received all approvals of governmental authorities (including licenses, permits and zoning approvals) required in connection with the operation thereof and have been operated and maintained in all material respects in accordance with applicable laws, rules, and regulations; and
- j. <u>Contracts.</u> Section 2(j) of the Disclosure Schedule lists any written arrangement (or group of related written arrangements) either involving more than \$5,000 or not entered into in the Ordinary Course of Business. The Seller has made available to the Buyer for its inspection a correct and complete copy or original of each written arrangement listed in Section 2(j) of the Disclosure Schedule (as amended to

date). With respect to each written arrangement so listed which constitutes an Assumed Contract: (A) the written arrangement is legal, valid, binding, enforceable, and in full force and effect; and (B) Seller is not in breach or default, and no event has occurred pertaining to Seller and Seller has no knowledge of any event pertaining to any other party which with notice or lapse of time would constitute a breach or default or permit termination, modification, or acceleration, under the written arrangement. The Seller is not a party to any verbal contract, agreement, or other arrangement which, if reduced to written form, would be required to be listed in Section 2(j) of the Disclosure Schedule under the terms of this Section 2(j). Except for the Assumed Contracts, the Buyer shall not have any Liability or obligations for or in respect of any of the contracts set forth in Section 2(j) of the Disclosure Schedule or any other contracts or agreements of the Seller.

# <u>k. Federal Communications Commission Licenses and Compliance with Federal Communications Commission Requirements.</u>

- (i) All licenses, permits, authorizations, franchises, certificates of compliance, and consents of governmental bodies, including, without limitation, the FCC Licenses, used or useful in the operation of the Seller as it is now being operated are (A) in full force and effect, (B) unimpaired by any acts or omissions of the Seller or the Seller's employees or agents, (C) free and clear of any restrictions which might limit the full operation of the Seller, and (D) detailed in Section 2(k) of the Disclosure Schedule. With respect to the licenses, permits, authorizations, franchises, certificates of compliance and consents referenced in the preceding sentence, Section, 2(k) of the Disclosure Schedule also sets forth, without limitation, the date of the last renewal, the expiration date thereof, and any conditions or contingencies related thereto. Except as set forth in Section 2(k) of the Disclosure Schedule, no condition exists or event has occurred that permits, or after notice or lapse of time, or both, would permit, the revocation or termination of any such license, permit, consent, franchise, or authorization (other than pursuant to their express expiration date) or the imposition of any material restriction or limitation upon the operation of the Seller as now conducted. Except as set forth in Section 2(k) of the Disclosure Schedule, the Seller is not aware of any reason why the FCC licenses might not be renewed in the ordinary course or revoked.
- (ii) To Seller's Knowledge, the Seller's operations are in compliance with the FCC's policy on exposure to radio frequency radiation. To Seller's Knowledge, no renewal of any FCC License would constitute a major environmental action under the FCC's rules or policies. To Seller's Knowledge, access to the Seller's transmission facilities is restricted in accordance with the policies of the FCC.
- (iii) Except as set forth in Section 2(k) of the Disclosure Schedule (note: Warren Havens always complains), to the Seller's Knowledge, the Seller is not the subject of any FCC or other governmental investigation or any notice of violation or order, or any material complaint, objection, petition to deny, or opposition issued by or filed with the FCC or any other governmental authority in connection with the Seller's operation, and there are no proceedings (other than rule making proceedings of general

applicability) before the FCC or any other governmental authority that could adversely affect .any of the FCC Licenses or the authorizations listed in Section 2(k) of the Disclosure Schedule.

- (iv) The Seller has filed with the FCC and all other governmental authorities having jurisdiction all material reports, applications, documents, instruments, and other information required to be filed.
- l. <u>Intellectual Property.</u> The Seller owns or has the right to use pursuant to license, sub-license, agreement or permission all Intellectual Property necessary for the operation of the businesses of the Seller as presently conducted and as presently proposed to be conducted. Each item of Intellectual Property owned or used by the Seller immediately prior to the Closing hereunder is set forth on Section 2(1) of the Disclosure Schedule. To Seller's Knowledge, the Seller has not interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights of third parties, and the Seller has never received any charge, complaint, or notice alleging any such interference, infringement, misappropriation, or violation. To Seller's Knowledge, no third party has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights of the Seller.
- m. <u>Insurance.</u> Section 2(m) of the Disclosure Schedule sets forth a complete and accurate description of all Seller's insurance coverage. With respect to each such insurance policy, the policy is legal, valid, binding, and enforceable and in full force and effect.
- n. <u>Litigation</u>. Section 2(n) of the Disclosure Schedule sets forth each instance in which any Seller: (i) is subject to any unsatisfied judgment (Gordon Day), order, decree, stipulation, injunction, or charge; or (ii) is a party or, to the Knowledge of the Seller, is threatened to be made a party to any charge, complaint, action, suit, proceeding, hearing, or investigation of or in any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator. None of the charges, complaints, actions, suits, proceedings, hearings, and investigations set forth in Section 2(n) of the Disclosure Schedule could result in any material adverse change in the assets, Liabilities, business, financial condition, operations, results of operations, or future prospects of the Seller taken as a whole.
- o. <u>Employees.</u> Section 2(0) of the Disclosure Schedule sets forth a listing of the names, positions, job descriptions, salary or wage rates and all other forms of compensation paid for work of each employee. To the Knowledge of the Seller, no key employee or group of employees has any plans to terminate employment with the Seller. The Seller is not a party to or bound by any collective bargaining or similar agreement, nor has it experienced any strikes, grievances, claims of unfair labor practices or other collective bargaining disputes. The Seller has no Knowledge of any organizational effort presently being made or threatened by or on behalf of any labor union with respect to the employees of the Seller.

p. Employee Benefits. Section 2(P) of the Disclosure Schedule lists all Employee Benefit Plans that the Seller maintains or to which the Seller contributes or are required to contribute for the benefit of any current or former employee of the Seller and true and correct copies of each such Employee Benefit Plan have been delivered to the Buyers. To Seller's Knowledge, each Employee Benefit Plan (and each related trust or insurance contract) complies and at all times has complied in form and in operation in all material n:spects with the applicable requirements of ERISA and the Code. To Seller's Knowledge, the Seller does not have any commitment to create any additional Employee Benefit Plan or modify or change any existing Employee Benefit Plan that would materially affect any employee or terminated employee of the Seller. There are no pending or, to the Knowledge of the Seller, threatened claims under, by or on behalf of any of the Employee Benefit Plans, by any employee or beneficiary covered by any such Employee Benefit Plan, or otherwise involving any such Employee Benefit Plan (other than routine claims for benefits), nor have there been any Reportable Events or Prohibited Transactions with respect to any Employee Benefit Plan.

## q. Environment. Health. and Safety.

- (i) To Seller's Knowledge, , the Seller is, and at all times in the past has been, in compliance in all material respects with all Environmental Laws and all laws (including rules and regulations thereunder) of federal, state, and local governments (and all agencies thereof) concerning employee health and safety, and the Seller has no Liability under any Environmental Law or under the Occupational Safety and Health Act, as amended, or any other law (or rule or regulation thereunder) of any federal, state, local; or foreign. government (or agency thereof) concerning employee health and safety, or for any illness of or personal injury to any employee.
- (ii) To Seller's Knowledge, the Seller has obtained and at all times has been in compliance in all material respects with all of the terms and conditions of all permits, licenses, and other authorizations which are required under, and have complied with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules, and timetables which are contained in, all Environmental Laws or law of any federal, state, or local or foreign government relating to worker health and safety.
- (iii) To Seller's Knowledge, to the extent required by applicable law or regulation, all properties and equipment used by Seller and the Acquired Assets have been free of asbestos, PCB's, methylene chloride, trichloroethylene, 1, 2-transdichloroethylene, dioxins, dibenzofurans, and Extremely Hazardous Substances. To Seller's Knowledge, to the extent required by applicable law or regulation, except as provided in Section 2(q) of the Disclosure Schedule, no pollutant, contaminant, or chemical, industrial, hazardous, or toxic material or waste ever has been buried, stored, spilled, leaked, discharged, emitted, or released on any of the Real Estate. To Seller's

Knowledge, no above ground or underground storage tanks have ever been located at, on or under the Real Estate {Gary, the Seller owns two parcels of land, both of which have towers on them: Matamoros, Ohio and Harshaville, Pennsylvania. There are propane storage tanks at these sites, but our engineer Tim Smith believes these should not pose any problem} . The Seller has delivered to the Buyers a complete copy of all environmental claims, reports, studies, compliance actions or the like of the Seller or which are available to the Seller with respect to any of the Real Estate or any of the Acquired Assets.

- r. <u>Legal Compliance</u>. To Seller's Knowledge, Seller has complied in all material respects with all laws (including rules and regulations thereunder) of federal, state, local and foreign governments (and all agencies thereof). The Seller has filed in a timely manner all reports, documents, and other materials it was required to file (and the information contained therein was correct and complete in all material respects) under all applicable laws.
- s. <u>Undisclosed Commitments or Liabilities</u>. To Seller's Knowledge, there are no material commitments, liabilities or obligations relating to Seller operations, whether accrued, absolute, contingent or otherwise including, without limitation, guaranties by the Seller of the liabilities of third parties, for which specific and adequate provisions have not been made on the Financial Statements except those incurred in or as a result of the Ordinary Course of Business since January 1, 2005.

## 3. Representations and Warranties of the Buyer.

Buyer represents and warrants to the Seller that the statements contained in this Section 3 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date except as set forth in the Disclosure Schedule.

- a. <u>Organization of the Buyer</u>. Buyer is a limited liability company duly organized, validly existing, and in good standing under the laws of Delaware.
- b. <u>Authorization of Transaction</u>. Buyer has full power and authority to execute and deliver this Agreement and the Ancillary Agreements and to perform its obligations hereunder and thereunder. This Agreement and the Ancillary Agreements constitute legally binding obligations of the Buyer, enforceable against the Buyer in accordance with their respective terms and conditions.
- c. Noncontravention. Neither the execution and the delivery of this Agreement or the Ancillary Agreements, nor the consummation of the transactions contemplated hereby and thereby (including the assignments and assumptions referred to in Section 1(d) above), will (i) violate any statute, regulation, rule, judgment, order, decree, stipulation, injunction, charge, or other restriction of any government, governmental agency, or court to which the Buyers are subject or any provision of their articles of organization or other charter documents, or (ii) conflict with, result in a breach

of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice or third party consent under any contract, lease, sublease, license, sub-license, franchise, permit, indenture, agreement or mortgage for borrowed money, instrument of indebtedness, Security Interest, or other arrangement to which the Buyer is a party or by which they are bound or to which any of their assets is subject. Other than the Assignment Applications described in Section 4(b), the Buyer does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any court or government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement or the Ancillary Agreements (including the assignments and assumptions referred to in Section 1 (d) above).

- d. <u>Brokers' Fees.</u> The Buyer has no Liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which the Seller could become liable or obligated.
- e. Financial Ability. Buyer has the financial resources to pay the Purchase Price and to meet its other financial obligations under the Agreement.

# 4. Pre-Closing Covenants.

The Parties agree as follows with respect to the period between the execution of this Agreement and the Closing:

- a. <u>General.</u> Each of the Parties will make all commercially reasonable efforts to take all action and to do all things necessary, proper, or advisable to consummate and make effective the transactions contemplated by this Agreement (including satisfying the closing conditions set forth in Section 5 below).
- b. Assignment Applications. Within five (5) business days of the execution of this Agreement by Seller, the Seller and the Buyer shall jointly file with the FCC all applications necessary for approval of the assignment of the FCC Licenses (the "Assignment Applications"). The costs "of the FCC filing fees in connection with the Assignment Application shall be divided equally between the Seller and the Buyer. Each party shall pay its own attorneys' fees. The Seller and the Buyer shall thereafter prosecute the Assignment Applications with all reasonable diligence and otherwise use commercially reasonable efforts to obtain the grant of the Assignment Applications as expeditiously as practicable (but neither the Seller nor the Buyer shall have any obligation to satisfy the FCC by taking any steps which would have a material adverse effect upon Seller's operation or impose significant costs on such party). If the FCC imposes any condition on Assignor or Assignee to the Assignment Applications, such party shall use commercially reasonable efforts to comply with such condition, provided, that neither party shall be required hereunder to comply with any condition that would

have a material adverse effect upon the Seller operation. The Seller and the Buyer shall jointly oppose any requests for reconsideration or judicial review of the FCC's approval of the Assignment Applications and shall jointly request from the FCC extension of the consummation deadlines under the FCC's approval of the Assignment Applications if the Closing shall not have occurred by the deadline imposed by each FCC Consent. Nothing in this Section 4(b) shall be construed to limit Assignor's or Assignee's right to terminate this Agreement pursuant to Section 9 of this Agreement.

- c. Employment Offers. Upon two (2) business days notice to the Seller, and at mutually agreeable times, the Seller will permit the Buyer to meet with its employees prior to the Closing Date. The Buyer may, at its option, extend offers of employment to all or any of the Seller's employees effective on the Closing Date. From and after the execution of this Agreement, Seller shall use reasonable efforts to assist Buyer in retaining those employees of the Seller which the Buyer wishes to hire in connection with Seller operations by the Buyer subsequent to the Closing, and the Seller will not take any action to preclude or discourage any of the Seller's employees from accepting any offer of employment extended by the Buyer. Seller shall waive any non-compete obligations for those of its current employees whom are subsequently employed by Buyer.
- d. <u>Notices and Consents</u>. The Seller will give all required notices to third parties and shall have used reasonable efforts to obtain all required third party consents and those consents that Buyers reasonably may request as to contracts and other matters in the Disclosure Schedule. Each of the Parties will take any additional action that may be necessary, proper, or advisable in connection with any other notices to, filings with, and authorizations, consents, and approvals of governments, governmental agencies, and third parties, that it may be reasonably required to give, make, or obtain.
- e. <u>Contracts</u>. The Seller will not without prior written consent of the Buyer amend, change, or modify any of the contracts listed on Section 2(k) of the Disclosure Schedule in any material respect outside the Ordinary Course of Business. The Seller will not without prior written consent of the Buyer enter into any contract outside the Ordinary Course of Business which involves more than Twenty Five Thousand Dollars (\$25,000).
- f. <u>Preservation of Assets.</u> Seller will keep the Acquired Assets and properties substantially intact, including its present operations, physical facilities, working conditions, relationships with lessors, licensors, advertisers, suppliers, customers, and employees, all of the Confidential Information, and the FCC Licenses.
- g. <u>Full Access</u>. The Seller will permit representatives of the Buyer to have full access at all reasonable times, upon two (2) business days' notice, and in a manner so as not to interfere with the normal business operations of the Seller, to all premises, properties, books, records, contracts, Tax records, and documents of or pertaining to the Seller. The Seller will make reasonable efforts to inform Buyer management as to the operations, management and business of Seller, and will provide Buyer with updated

information on station sales, as may be reasonably requested by Buyer.

- h. <u>Notice of Developments</u>. The Seller will give prompt written notice to the Buyer of any material development affecting business, operations or prospects of the Seller or the Acquired Assets or the ability of the Seller to perform hereunder. Each party will give prompt written notice to the other of any material development affecting the ability of the Parties to consummate the transactions contemplated by this Agreement.
- i. <u>Exclusivity</u>. The Seller will not (i) solicit, initiate, or encourage the submission of any proposal or offer from any person relating to any (A) merger or consolidation, (B) acquisition or purchase of securities or assets, or (C) similar transaction or business combination involving the Seller, or (ii) participate in any discussions or negotiations regarding, furnish any information with respect to, assist or participate in, or facilitate in any other manner any effort or attempt by any person to do or seek any of the foregoing. The Seller will notify the Buyer within five (5) days if any person makes any proposal, offer, inquiry, or' contact with respect to any of the foregoing.
- j. <u>Title Insurance. Surveys and Environmental Assessments.</u> The Seller will obtain (i) with respect to each parcel of Owned Real Estate, an owner's policy of title insurance by a title insurer reasonably satisfactory to the Buyer, in an amount equal to the values of such Real Estate assigned per schedules attached hereto (including all improvements located thereon), insuring over the standard pre-printed exceptions and insuring title to the Owned Real Estate to be vested in the Buyer as of the Closing free and clear of all liens. and encumbrances except Permitted Real Estate Encumbrances, together with such endorsements for zoning, contiguity, public access and extended coverage as the Buyer reasonably requests. The Buyer and Seller shall split the costs of these title policies, on a 50-50 basis.
- k. <u>Control of Business.</u> The transactions contemplated by this Agreement shall not be consummated until after the FCC has given its consent and approval to all of the Assignment Applications. Between the date of this Agreement and the Closing Date, the Buyer and its employees or agents shall not directly or indirectly control, supervise, or direct, or attempt to control, supervise, or direct, the operation of Seller, and such operation shall be the sole responsibility of and in the control of the Seller.
- l. <u>Risk of Loss.</u> The risk of loss, damage, or destruction to any of the Acquired Assets shall remain with the Seller until the Closing, reasonable wear and tear excepted. In the event of any such loss, damage, or destruction the Seller will promptly notify the Buyer of all particulars thereof, stating the cause thereof (if known) and the extent to which the cost of restoration, replacement and repair of the Acquired Assets lost, damaged or destroyed will be reimbursed under any insurance policy with respect thereto. To the extent covered by insurance, the Seller will, at Seller's expense, repair or replace such Acquired Assets to their former condition as soon as possible after loss, damage or destruction thereof and shall use reasonable efforts to restore as promptly as possible transmissions as authorized in the FCC Licenses. As to damages not fully covered by insurance, Seller shall have no obligation to expend more than \$5,000.00 in the aggregate

and may terminate this Agreement upon notice to Buyers if the unfunded cost of such repair work will be in excess of \$5,000.00 and if Buyer is unwilling to assume the cost of repair work in excess of \$5,000.00. If Buyer elects to assume the cost in excess of the \$5,000, the repairs shall proceed, the Seller shall bear the cost of such repairs up to \$5,000, and the Closing Date shall be extended (with FCC consent, if necessary) for up to ninety (90) days to permit such repair or replacement. If the parties reasonably determine that repair or replacement cannot be accomplished within ninety (90) days of the date of the Seller's notice to the Buyer and the Buyer determines that the Seller's failure to repair or replace would have a material adverse effect on the operation of the Station:

## (i) the Buyer may elect to terminate this Agreement; or

- (ii) the Buyer or Seller may postpone the Closing Date until such time as the property has been repaired, replaced or restored in a manner and to an extent reasonably satisfactory to the Buyer, unless the same cannot be reasonably effected within ninety (90) days of the date of the Seller's notice to the Buyer, in which case either party may terminate this Agreement; or
- (iii) the Buyer may choose to accept the Acquired Assets in their "then" condition, together with the Seller's assignment to the Buyer of all rights under any insurance claims covering the loss, damage or destruction and payment over to the Buyer of any proceeds under any such insurance policies, previously received by the Seller with respect thereto plus an amount equal to the amount of any deductible or self insurance maintained by Seller on such Acquired Assets. In the event the Closing Date is postponed pursuant to this Section 4(1). the parties hereto will cooperate to extend the time during which this Agreement must be closed as specified in the consent of the FCC.

# 5. Conditions to Obligation to Close.

- a. <u>Conditions to Obligation of the Buyer.</u> The obligation of Buyer to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:
- (i) the representations and warranties set forth in Section 2 above shall be true and correct in all material respects at and as of the Closing Date as though made on and as of the Closing Date;
- (ii) the Seller shall have performed and complied with all of its covenants hereunder in all material respects through the Closing;
- (iii) the Seller shall have procured all of the third party consents specified in Section 4(d) above designated by Buyer as material within sixty (60) days of the date of this Agreement and all of the title insurance commitments (and endorsements) described in Section 4(j) above;

- (iv) no action, suit, investigation, inquiry or other proceeding shall be pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction wherein an unfavorable judgment, order, decree, stipulation, injunction, or charge would (A) prevent consummation of any of the transactions contemplated by this Agreement or impose damages or penalties upon any of the parties if such transactions are consummated, (B) cause any of the transactions contemplated by this Agreement to be rescinded following consummation, or (C) materially and adversely affect the right of the Buyer to own, operate, or control the Acquired Assets (and no such judgment, order, decree, stipulation, injunction, or charge shall be in effect):
- (v) the Seller shall have delivered to the Buyer a certificate (without qualification as to knowledge or materiality or otherwise) to the effect that each of the conditions specified above in Sections 5(a)(i) through (iv) is satisfied in all respects and the statements contained in such certificate shall be deemed a warranty of the Seller which shall survive the Closing;
- (vi) the Buyer shall have received from counsel to the Seller an opinion or opinions with respect to the matters set forth in Exhibit C-l and C-2 attached hereto, addressed to the Buyer dated as of the Closing Date;
- (vii) the Parties shall have agreed to allocate the Purchase Price (and all other capitalizable costs) among the Acquired Assets for all purposes (including financial accounting and tax purposes) in accordance with an allocation schedule to be delivered at closing; and
- (viii) all actions to be taken by the Seller in connection with the consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby and not specifically described in this Agreement will be reasonably satisfactory in form and substance to the Buyer.
- b. <u>Conditions to Obligation of the Seller.</u> The obligation of the Seller to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:
- (i) the representations and warranties set forth in Section 3 above shall be true and correct in all material respects at and as of the Closing Date as though made on and as of the Closing Date;

- (ii) the Buyer shall have performed and complied with all of its covenants hereunder in all material respects through the Closing;
- (iii) no action, suit, investigation, inquiry or other proceeding shall be pending or threatened before any court or quasi judicial or administrative agency of any federal, state, local, or foreign jurisdiction wherein an unfavorable judgment, order, decree, stipulation, injunction, or charge would (A) prevent consummation of any of the transactions contemplated by this Agreement or impose damages or penalties upon any of the Parties if such transactions are consummated, or (B) cause any of the transactions contemplated by this Agreement to be rescinded following consummation (and no such judgment, order, decree, stipulation, injunction, or charge shall be in effect);
- (iv) the Buyer shall have delivered to the Seller a certificate (without qualification as to knowledge or materiality or otherwise) to the effect that each of the conditions specified above in Section 5(b)(i)-(iii) is satisfied in all respects and the statements contained in such certificate shall be deemed a warranty of the Buyer which shall survive the Closing;
- (v) the Assignment Application shall have been approved by a Final Order of the FCC and the Seller shall have received all governmental approvals required to transfer all other authorizations, consents, and approvals of governments and governmental agencies set forth in the Disclosure Schedule;
- (vi) all actions to be taken by the Buyer in connection with the consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby will be reasonably satisfactory in form and substance to the Seller.

  6. Post-Closing Covenants.

The Parties agree as follows with respect to the period following the Closing:

- a. <u>General.</u> In case at any time after the Closing any further action is necessary or desirable to carry out the purposes of this Agreement, each of the Parties will take such further action (including the execution and delivery of such further instruments and documents) as any other Party reasonably may request, all at the sole cost and expense of the requesting Party (unless the requesting Party is entitled to indemnification therefor under Section 7 below).
- b. <u>Litigation Support</u>. In the event and for so long as any Party actively is contesting or defending against any charge, complaint, action, suit, proceeding, hearing, investigation, .claim, or demand in connection with (i) any transaction contemplated under this Agreement or (ii) any fact, situation, circumstance status, condition, activity, practice,

plan, occurrence, event, incident, action, failure to act, or transaction on or prior to the Closing Date involving the Seller, the other Party will reasonably cooperate with the contesting or defending Party and its counsel in the contest or defense, make available his or its personnel, and provide such testimony and access to its books and records as shall be necessary in connection with the contest or defense, all at the sole cost and expense of the contesting or defending Party (unless the contesting or defending Party is entitled to indemnification therefor under Section 7 below); provided, however, that such access and cooperation shall not unreasonably disrupt the normal operations of the cooperating party.

c. Adjustments. Operation of the Seller's business and the income and expenses attributable thereto up through the close of business on the day before the Closing Date shall be for the account of the Seller and thereafter for the account of the Buyer. Such items as employee salaries, vacation, sick day and personal time accruals, and fringe benefits, power and utilities charges, insurance, real and personal property taxes, prepaid expenses, deposits, and rents and payments pertaining to the Assumed Contracts shall be prorated between the Seller and the Buyer as of the Closing Date in accordance with the foregoing principle. In addition, all commissions payable with respect to the accounts receivable of the Seller (whether due before or after Closing) shall be solely for the account and responsibility of the Seller. Contractual arrangements that do not reflect an equal rate of compensation to Seller over the term of the agreement shall be equitably adjusted as of the Closing Date. The prorations and adjustments hereunder shall be made and paid insofar as feasible on the Closing Date, with a final settlement sixty (60) days after the Closing Date. In the event of any disputes between the Parties as to such adjustments, the amounts not in dispute shall nonetheless be paid at such time and such disputes shall be determined by an independent accounting firm mutually acceptable to both parties and the fees and expenses of such accounting firm shall be paid one-half (½) by the Seller and one-half  $(\frac{1}{2})$  by the Buyer.

d. <u>Consents.</u> In the event any of the Assumed Contracts are not assignable or any consent to such assignment is not obtained on or prior to the Closing Date, and the Buyer elects to consummate the transactions contemplated herein despite such failure or inability to obtain such consent, the Seller shall continue to use commercially reasonable efforts to obtain any such assignment or consent after the Closing Date. Until such time as such assignment or approval has been obtained, the Seller will cooperate with Buyer in any lawful and economically feasible arrangement to provide that the Buyer shall receive the Seller's interest in the benefits under any such Assumed Contract, including performance by the Seller as agent, if economically feasible; provided, however, that the Buyer shall undertake to pay or satisfy the corresponding liabilities for the enjoyment of such benefit to the extent that Buyer would have been responsible therefor if such consent

or assignment had been obtained.

# 7. Remedies for Breaches of this Agreement.

- a. <u>Survival.</u> All of the representations and warranties of the Seller contained in Section 2 of this Agreement (other than the representations and warranties of the Seller contained in Sections 2(a), 2(b), 2(c), and 2(d) hereof or relating to the Seller's title to the Acquired Assets) shall survive the Closing and continue in full force and effect for a period until 90 days after the applicable statute of limitations has expired with respect to any claim by the Buyer based on a claim or action by a third party and for a period of two (2) years following Closing with respect to any claim by the Buyer not based on a claim or action by a third party. All of the representations and warranties contained in Sections 2(a), 2(b), 2(c), and 2(d) hereof or relating to the Seller's title to the Acquired Assets and all of the covenants of the Buyer and the Seller contained in this Agreement shall survive the Closing and continue in full force for a period of three years thereafter.
- b. <u>Indemnification Provisions for the Benefit of the Buyer.</u> Except as described below in <u>Section 7(e)</u> with respect to a breach of a warranty or covenant prior to the Closing Date, the Seller agrees to indemnify the Buyer from and against the entirety of any Adverse Consequences the Buyer may suffer resulting from, arising out of, relating to, in the nature of, or caused by:
- (i) any material misrepresentation or breach of any of the Seller's representations or warranties, and covenants contained in this Agreement or in any Ancillary Agreement executed and/or delivered by the Seller (so long as the Buyer makes a written claim for indemnification within the applicable survival period);
- (ii) any material breach or nonfulfillment of any agreement or covenant of the Seller contained herein or in any Ancillary Agreement;
- (iii) any Liability of the Seller (with respect to the Acquired Assets) which is not an Assumed Liability; and/or
- (iv) any Liability of the Buyer under any bulk transfer law of any jurisdiction or under any common law doctrine of defacto merger or successor liability.

- c. <u>Indemnification Provisions for the Benefit of the Seller.</u> Except as described below in <u>Section 7(e)</u> with respect to a breach of a warranty or covenant prior to the Closing Date, the Buyer agrees to indemnify the Seller from and against the entirety of any Adverse Consequences the Seller may suffer resulting from, arising out of, relating to, in the nature of, or caused by (i) any misrepresentation or breach of any of the Buyer's representations or warranties contained in this Agreement or in any Ancillary Agreement executed and/or delivered by the Buyer (so long as the Seller makes a written claim for indemnification within the applicable survival period); (ii) any breach or nonfulfillment of any agreement or covenant of the Buyer contained herein or in any Ancillary Agreement; (iii) any Assumed Liability; or (iv) any Liability arising from the operation of Seller following the Closing Date.
- d. Specific Performance. Each of the Parties acknowledges and agrees that the Buyer would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the Parties agrees that the Buyer shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the Parties and the matter (subject to the provisions set forth in Section 10(n) below), in addition to any other remedy to which it may be entitled, at law or in equity. Each of the Parties acknowledges and agrees that money damages would not be an adequate remedy for Buyer for a breach of any provision of this Agreement.
- e.. Matters Involving Third Parties. If any third party shall notify any Party (the "Indemnified Party") with respect to any matter which may give rise to a claim for indemnification against any other Party (the "Indemnifying Party") under this Section 7, then the Indemnified Party shall notify the Indemnifying Party thereof promptly; provided. however, that no delay on the part of the Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnifying Party from any liability or obligation thereunder unless (and then solely to the extent) the Indemnifying Party thereby is damaged as a result of such failure. In the event any Indemnifying Party notifies the Indemnified Party within 15 days after the Indemnified Party has given notice of the matter that the Indemnifying Party is assuming the defense thereof, (i) the Indemnifying Party will defend the Indemnified Party against the matter with counsel of its choice reasonably satisfactory to the Indemnified Party, (ii) the Indemnified Party may retain separate co-counsel at its sole cost and expense (except that the Indemnifying Party will be responsible for the fees and expenses of the separate co-counsel to the extent the Indemnified Party reasonably concludes that the counsel the Indemnifying Party has selected has a conflict of interest), (iii) the Indemnified Party will not consent to the entry of any judgment or enter into any settlement with respect to the matter without the written consent of the Indemnifying Party (not to be withheld unreasonably), and (iv) the Indemnifying Party will not consent to the entry of any judgment with respect to the matter, or enter into any settlement which does not include a provision whereby the plaintiff or claimant in the matter releases the

Indemnified Party from all Liability with respect thereto, without the written consent of the Indemnified Party (not to be withheld unreasonably). In the event the Indemnifying Party does not notify the Indemnified Party within 15 days after the Indemnified Party has given notice of the matter that the Indemnifying Party is assuming the defense thereof, however, and/or in the event the Indemnifying Party shall fail to defend such claim actively and in good faith, then the Indemnified Party may defend against, or enter into any settlement with respect to, the matter in any manner it reasonably may deem appropriate.

f. <u>Limitation on Indemnification</u>. Notwithstanding anything to the contrary in this Agreement, no Seller shall be liable to or be obligated to reimburse, indemnify or hold harmless Buyer until the Adverse Consequences experienced by Buyer and for which Buyer is entitled to receive indemnification under this Agreement exceeds Five Thousand Dollars (\$5000) (the "Threshold Amount"). The Seller shall be liable to and be obligated to indemnify the Buyer for all amounts in excess of the Threshold Amount. The limitation in this Section 7(g) shall in no event apply to indemnification owed to Buyer under Section 7(b)(iii) and (iv) above.

## 8. Definitions.

"Acquired Assets" means (except as limited by the Disclosure Schedule) all right, title, and interest in and to all of the assets of the Seller, other than Retained Assets, that are used or useful in the operation of Seller's business, wherever located, including but not limited to all of its (a) real property, leaseholds (whether held as Lessor or as Lessee) and other interests of any kind therein, improvements, fixtures, and fittings thereon (such as towers and antennae), and easements, rights-of-way, and other appurtenances thereto; (b) tangible personal property (such as fixed assets, computers, data processing equipment, electrical devices, monitoring equipment, test equipment, switching and terminal equipment, transmitters, transformers, receivers, furnishings, and other supplies, vehicles) and all assignable warranties with respect thereto; (c) Intellectual Property, goodwill associated therewith, licenses and sub-licenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions; (d) rights under orders and agreements now existing or entered into in the Ordinary Course of Business; (e) Assumed Contracts, indentures, Security Interests, guaranties, other similar arrangements, and rights thereunder; (f) claims, deposits, prepayments, causes of action, choses in action, rights of recovery for periods after the Closing (including rights under policies of insurance), rights of set off, and rights of recoupment; (g) Licenses and similar rights obtained from governments and governmental agencies; and (h) Records and all other books, records, ledgers, logs, files, documents, correspondence, all other lists, plats, architectural plans, drawings, and specifications, creative materials, advertising and promotional materials, studies, reports, and other printed or written materials; and (i) goodwill of Seller.

<u>"Adverse Consequences"</u> means all charges, complaints, actions, suits, proceedings, hearings, investigations, claims, demands, judgments, orders, decrees, stipulations, injunctions, damages, dues, penalties, fines, costs, amounts paid in settlement; Liabilities, obligations, Taxes, liens, losses, expenses, and fees, including all attorneys' fees and court costs.

<u>"Affiliate"</u> means with reference to any person or entity, another person or entity controlled by, under the control of or under common control with that person or entity.

"Assignment Applications" has the meaning set forth in Section 4(b) above.

<u>"Assumed Contracts"</u> means the Leases and those contracts identified on Section 2(k) of the Disclosure Schedule as those to be assumed by Buyer.

"Assumed Liabilities" means (a) obligations of the Seller which accrue after the Closing Date under the Assumed Contracts either: (i) to furnish services, and other non-Cash benefits to another party after the Closing; or (ii) to pay for goods, services, and other non-Cash benefits that another party will furnish to it after the Closing, and (b) all other obligations or liabilities relating to the operation of Seller after the Closing. The Assumed Liabilities shall not include any Retained Liabilities.

<u>"Basis"</u> means any past or present fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction that forms or could form the basis for any specified consequence.

"Buyer" has the meaning set forth in the preface above.

"Cash" means cash and cash equivalents determined in accordance with GAAP applied on a basis consistent with the preparation of the Financial Statements.

"Closing" has the meaning set forth in Section 1 (d) above.

"Closing Date" has the meaning set forth in Section 1(d) above.

"Code" means the Internal Revenue Code of 1986, as amended.

"Confidential Information" means any information concerning the businesses and affairs of the Seller.

<u>"Employee Benefit Plan"</u> means any (a) non-qualified deferred compensation or retirement plan or arrangement which is an Employee Pension Benefit Plan, (b) qualified defined contribution retirement plan or arrangement which is an Employee Pension Benefit Plan, (c) qualified defined benefit retirement plan or arrangement which is an

Employee Pension Benefit Plan (including any Multi-employer Plan), or (d) Employee Welfare Benefit Plan or material. fringe benefit plan or program.

"Employee Pension Benefit Plan" has the meaning set forth in ERISA Sec. 3(2).

"Employee Welfare Benefit Plan" has the meaning set forth in ERISA Sec. 3(1).

"Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act of 1976, the Federal Water Pollution Control Act of 1972, the Clean Air Act of 1970, the Safe Drinking Water Act of 1974, the Toxic Substances Control Act of 1976, the Refuse Act of 1899, or the Emergency Planning and Community Right-to-Know Act of 1986 (each as amended), or any other law of any federal, state, local, or foreign government or agency thereof (including rules, regulations, codes, plans, judgments, orders, decrees, stipulations, injunctions, and charges thereunder) relating to public health and safety, or pollution or protection of the environment, including, without limitation, laws relating to emissions, discharges, releases, or threatened releases of pollutants, contaminants, or chemical, industrial, hazardous or toxic materials or wastes into ambient air, surface water, ground water, or lands or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, or chemical, industrial, hazardous, or toxic materials or wastes

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

<u>"Extremely Hazardous Substance"</u> has the meaning set forth in Section 302 of the Emergency Planning and Community Right-to-Know Act of 1986, as amended.

"FCC" means the Federal Communications Commission of the United States.

<u>"FCC Licenses"</u> means the licenses, permits and other authorizations, including any temporary waiver or special temporary authorization, issued by the FCC to the Seller in connection with the conduct of the business and operation of Seller's business.

"Financial Statements" has the meaning set forth in Section 2(e) above.

<u>"GAAP"</u> means United States generally accepted accounting principles as in effect from time to time.

"Indemnified Party" has the meaning set forth in Section 7(f) above.

"Indemnifying Party" has the meaning set forth in Section 7(f) above.

"Intellectual Property" means all (a) patents, patent applications, patent disclosures, and improvements thereto, (b) trademarks, service marks, trade dress, call letters, logos, trade names, and corporate names and registrations and applications for registration thereof, (c) all programs, programming materials, copyrights and registrations and applications for registration thereof, (d) mask works and registrations and applications for registration thereof, (e) computer software, data, and documentation, (f) trade secrets and confidential business information (including ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, market and other research information, drawings, specifications, designs, plans proposals, technical data, copyrightable works, financial, marketing, and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information), (g) other proprietary rights, and (h) copies and tangible embodiments thereof (in whatever form or medium). {Gary, the parent, Mobex Communications, Inc. owns the mark. Our understanding is that this would not be conveyed, that Buyer is choosing a new name}

"Knowledge" means actual knowledge after reasonable investigation.

<u>"Leases"</u> means those real estate leases to which Seller is a party governing buildings, offices and tower sites, as described in <u>Section 2(i)</u> of the Disclosure Schedule.

"Liability" means any liability (whether known or unknown, whether absolute or contingent, whether liquidated or unliquidated, and whether due or to become due), including any liability for Taxes.

<u>"Licenses"</u> means all FCC and other governmental licenses, franchises, approvals, certificates, authorizations and rights of the Seller with respect to the operations of Seller and all applications therefor, together with any renewals, extension or modifications thereof and additions thereto.

"Multi-employer Plan" has the meaning set forth in ERISA Sec. 3(37).

"Ordinary Course of Business" means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency).

"Owned Real Estate" means the real property owned by the Seller as described in Section 2(i) of the Disclosure Schedule and all buildings, fixtures, and improvements located thereon.

"Party" has the meaning set forth in the preface above.

<u>"Permitted Real Estate Encumbrances"</u> shall have the meaning set forth in Section 2(i), above.

<u>"Prohibited Transaction"</u> has the meaning set forth in ERISA Section 406 and Code Section 4975.

"Purchase Price" has the meaning set forth in Section 1(c) above.

<u>"Real Estate"</u> means the Owned Real Estate and the real estate, building, fixtures and improvements which are the subject of the Leases.

"Reportable Event" has the meaning set forth in ERISA Section 4043.

"Retained Assets" means (i) the corporate charter, qualifications to conduct business as a foreign corporation, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books, blank stock certificates, and other documents relating to the organization, maintenance, and existence of the Seller; (ii) any of the rights of the Seller under this Agreement (or under any side agreement between the Seller on the one hand and the Buyer on the other hand) entered into on or after the date of this Agreement.

"Retained Liabilities" means the following obligations or Liabilities of the Seller:
(i) any Liability relating to the ownership or operation of the Seller prior to the Closing;
(ii) any Liability of the Seller for income taxes relating to the operation of Seller prior to the Closing; (iii) any Liability of the Seller specifically provided for in this Agreement for costs and expenses incurred in connection with this Agreement or the consummation of the transactions contemplated hereby (except as set forth in Section 4(i) relating to Surveys, title commitments and environmental audits and Section 4(b) with regard to the Assignment Applications); or (iv) any Liability or obligation of the Seller under this Agreement (or under any side agreement between the Seller on the one hand and the Buyers on the other hand entered into on or after the date of this Agreement).

<u>"Security Interest"</u> means any mortgage, pledge, security interest, encumbrance, charge, or other lien, other than (a) liens for Taxes not yet due and payable; and (b) liens arising under worker's compensation, unemployment insurance, social security, retirement, and similar legislation.

"Seller" has the meaning set forth in the preface above.

"Subsidiary," with respect to any person, means any corporation, partnership, joint venture, limited liability company, trust or estate of which (or in which) 50% or more of (i) the outstanding capital stock or other equity interest having voting power to eject a majority of the Board of Directors of such corporation or persons having a similar role as to an entity that is not a corporation, (ii) the interest in the profits of such partnership or

joint venture, or (iii) the beneficial interest of such trust or estate are at such time directly or indirectly owned by such person or one or more of such person's Subsidiaries.

"Surveys" has the meaning set forth in Section 4(0) above.

<u>"Tax"</u> means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, .windfall profits, environmental (including taxes under Code Sec. 59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

<u>"Tax Return"</u> means any return, declaration; report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

#### 9. Termination.

- a. <u>Termination of Agreement.</u> Certain of the Parties may terminate this Agreement as provided below:
- (i) the Buyer and the Seller may terminate this Agreement by mutual written consent at any time prior to the Closing;
- (ii) the Buyer may terminate this Agreement by giving written notice to the Seller at any time prior to the Closing in the event the Seller is in material breach of any representation, warranty, or covenant contained in 'this Agreement; provided, however, that if such breach is capable of being cured, such breach also remains uncured for thirty (30) days after notice of breach is received by the Seller from the Buyer; provided further that such period shall be extended for an additional sixty (60) days if Seller is pursuing cure:
- (iii) the Seller may terminate this Agreement by giving written notice to the Buyers at any time prior to the Closing in the event the Buyer is in material breach of any representation, warranty, or covenant contained in this Agreement; provided, however that if such breach is capable of being cured, such breach remains uncured for thirty (30) days after notice of breach is received by the Buyer from the Seller; provided further that such period shall be extended for an additional sixty (60) days if Buyer is pursuing cure;
- (iv) the Buyer may terminate this Agreement by giving written notice to the Seller at any time prior to the Closing if the Closing shall not have occurred on or before the 365th day following the date of this Agreement by reason of the failure of any condition precedent under <u>Section 5(a)</u> hereof (unless the failure results primarily from the Buyer breaching any representation, warranty, or covenant contained in this Agreement);

- (v) the Seller may terminate this Agreement by giving written notice to the Buyers at any time prior to the Closing if the Closing shall not have occurred on or before the 365th day following the date of this Agreement by reason of the failure of any condition precedent under <u>Section 5(b)</u> hereof (unless the failure results primarily from the Seller itself breaching any representation, warranty, or covenant contained in this Agreement);
- (vi) the Buyer or the Seller may terminate this Agreement if any Assignment Application is denied by the FCC.
- (vii) the Seller may terminate this Agreement if Closing has not occurred within 120 days of this Agreement, or Seller may, in its sole discretion, waive this termination provision.
- b. <u>Effect of Termination</u>, If any Party terminates this Agreement pursuant to Section 9(a) above, all obligations of the Parties hereunder shall terminate without any Liability of any Party to any other Party (except for any Liability of any Party then in breach).

#### 10. Miscellaneous.

- a. <u>Press Releases and Announcements.</u> No Party shall issue any press release or announcement relating to the subject matter of this Agreement prior to the Closing without the prior written approval of the other Party; provided, however, that any Party may make any public disclosure it believes in good faith is required by law or regulation (in which case the disclosing Party will advise the other Party prior to making the disclosure).
- b. <u>No Third Party Beneficiaries</u>. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.
- C. Entire Agreement. This Agreement (including the documents referred to herein, the Letter of Intent of February 7, 2005, the Subordination Agreement of February 17, and 18, 2005, the Collateral Assignment of Lease of February 18, 2005, the Promissory Note of February 18, 2005, the Promissory Note of April 15, 2005) constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, that may have related in any way to the subject matter hereof.
- d. <u>Succession and Assignment</u>. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. The Buyer may assign either this Agreement or any of its rights, interests, or obligations hereunder (i) without the prior approval of the Seller, if Buyers remain fully obligated hereunder despite such assignment, or (ii) with the prior written

approval of the Seller (such approval not to be unreasonably withheld), if Buyer is released from their obligations hereunder in connection with such assignment.

- e. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.
- f. <u>Headings</u>. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
- g. <u>Notices.</u> All notices, requests, demands, claims, and other communications hereunder will be in writing and shall be considered to be given and received in all respects when hand delivered, when delivered via prepaid express or courier delivery service, when sent by facsimile transmission actually received by the receiving equipment or three (3) days after deposited in the United States mail, certified mail, postage prepaid, return receipt requested, in each case addressed to the intended recipient as set forth below:

If to the Seller:
MOBEX Network Services, LLC
c/o John Reardon
714 South Overlook Drive
Alexandria, VA 22305
(703) 887-2109

Copy to: Mobex Network Services, LLC c/o Tim Smith 453 East Park Place Jeffersonville, IN 45317 (812) 288-0476

(which copy shall not constitute notice to Seller) *If to the Buyers:* 

Maritime Communications/Land Mobile LLC

P. O. Box 1076 Columbus, MS 39703 ATT: Donald R. DePriest Phone (662)328-0504 Fax (662)327-5993

With a copy to:

GARY L. GEESLIN Attorney at Law P. O. Box 621 Columbus, MS 39703 Phone (662)327-5414 Fax (662)327-8211

Any Party may give any notice, request, demand, claim or other communication hereunder using any other means (including telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim or other communication shall be deemed to have been duly given unless and until it actually is received by the party for whom it is intended. Any party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other party notice in the manner herein set forth.

- h. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Mississippi and the rules and policies of the FCC.
- i. <u>Amendments and Waivers.</u> No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Buyer and the Seller. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.
- j. <u>Severability.</u> Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

- k. Expenses. The Buyer and the Seller will each bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby, other than as set forth in Section 4(b) with regard to the Assignment Applications and as set forth in Section 4(j) with respect to Surveys, title commitments and environmental audits. The Seller and the Buyer will each pay one-half (1/2)of any transfer or sales taxes and other recording or similar fees necessary to vest title to each of the Acquired Assets in the Buyer.
- l. <u>Construction</u>. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Nothing in the Disclosure Schedule shall be deemed adequate to disclose an exception to a representation or warranty made herein unless the Disclosure Schedule identifies the exception with reasonable particularity and describes the relevant facts in reasonable detail. The Parties intend that each representation, warranty, and covenant contained herein shall have independent significance.
- m. <u>Incorporation of Exhibits and Schedules</u>. The Exhibits and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.
- n. <u>Submission to Jurisdiction</u>. Each of the Parties submits to the jurisdiction of any state court sitting in Columbus, Mississippi, or any federal court sitting in Aberdeen, Mississippi, in any action or proceeding arising out of or relating to this Agreement, agrees that all claims in respect of the action or proceeding may be heard and determined in any such court, and agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other Party with respect thereto. Any Party may make service on the other Party by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 10(g) above. Nothing in this Section 10(n), however, shall affect the right of any Party to serve legal process in any other manner permitted by law. Each Party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law.
- o. <u>Nondisclosure</u>. Buyer and Seller acknowledge and confirm in connection with the negotiation of this Agreement, the execution hereof and during the period from

the date hereof through the Closing Date, the Parties will have furnished to one another certain materials, information, data and other documentation ("Disclosures") concerning their business, financial condition and operations. which are proprietary and confidential. Each party acknowledges the party disclosing such Disclosures considers them secret and confidential and asserts a proprietary interest therein. Accordingly, Buyer and Seller covenant and agree that they shall maintain all Disclosures made by the other in strict confidence and shall not use such Disclosures for their own benefit or disclose them to third parties. Disclosures of the foregoing may be made only in the following cases:

- (i) as required by applicable law (including the need to file a copy of this Agreement with the FCC as part of the Assignment Applications) or the rules of any relevant stock exchange, by order or decree of a court or regulatory body having jurisdiction over such party, or in connection with such party's or its affiliate's enforcement of any rights it may have at law or equity;
- (ii) on a "need to know" basis to persons within such party's organization or outside of such party's organization such .as attorneys, accountants, bankers, financial advisers and other consultants who may be assisting such party in connection with the transactions contemplated hereby and who agree to be bound by the nondisclosure obligations of this paragraph:
  - (iii) as expressly required by this Agreement;
  - (iv) with the express prior written consent of the other party; or
- (v) after such information has become publicly available without breach of this Agreement.

Seller acknowledges that Buyer is a public company and may be required to disclose the transactions contemplated by this Agreement under the rules and regulations of the Securities and Exchange Commission. Notwithstanding anything contained in this Agreement to the contrary, the provisions of this Section shall survive the Closing. Seller and Buyer specifically acknowledge and agree that the remedy at law for any breach of the provisions of this Section will be inadequate and that each party, in addition to the other relief available to it, shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages in the event of any breach or threatened breach of the provisions of this Section by the other parties or such other parties' agents.

# ASSET PURCHASE AGREEMENT

Subject to the terms and conditions of this Agreement, the Buyer hereby agrees to purchase all of the assets of the Seller for cash.

Now, therefore, in consideration of the above premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows:

#### 1. Basic Transaction.

- a. <u>Purchase and Sale of Assets.</u> On and subject to the terms and conditions of this Agreement, the Seller agrees to sell, transfer, convey and deliver to Buyer and Buyer agrees to purchase from the Seller, all of the Acquired Assets. Such sale shall take place at the Closing for the consideration specified below in this Section 1.
- b. <u>Purchase Price</u>. The Buyers agree to pay to the Seller, as consideration for the Acquired Assets, the purchase price (the "Purchase Price") described in Schedule A to this Agreement.
- c. <u>Closing</u>. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place in person or via U.S. mail or reputable overnight courier, between the twenty fifth and thirtieth business day after the FCC approval of the Assignment Application becomes a Final Order (and subject to the termination provisions in Sections 9(a)(iv) and 9(a)(v) below), by which date all other conditions to the obligations of the Parties to consummate the transactions contemplated hereby will have been satisfied (the "Closing Date").
- d. <u>Deliveries at the Closing.</u> At the Closing, (i) the Seller will deliver to the Buyer the various certificates, instruments, and documents referred to in Section 5(a) below; (ii) the Buyer will deliver to the Seller the various certificates, instruments, and documents referred to in Section 5(b) below; (iii) the Seller will execute, acknowledge (if appropriate.), and deliver to the Buyer (A) assignments (including Lease and other Assumed Contract assignments and Intellectual Property transfer documents), bills of sale and warranty deeds per forms attached as Exhibits A-I and A-2, (B) such affidavits, transfer tax returns, memorandums of lease, and other additional documents as may be required by the terms of the title insurance commitments described in Section 4(1) hereof, as necessary to furnish title insurance as required by such section or as may be necessary to convey title to the Real Estate to the Buyer in the condition required herein or provide public notice of existence of the Leases, and (C) such other

instruments of sale, transfer, conveyance, and assignment as the Buyer and its counsel reasonably may request; (iv) the Buyer will execute, acknowledge (if appropriate), and deliver to the Seller (A) an assumption in the form attached hereto as Exhibit A-3 and (B) such other instruments of assumption as the Seller and its counsel reasonably may request; and (v) the Buyer will deliver to the Seller the consideration specified in Section 1(c) above.

# 2. Representations and Warranties of the Seller.

The Seller represents and warrants to the Buyer that the statements contained in this <u>Section 2</u> with respect to the Seller are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date, except as set forth in the Disclosure Schedule.

- a. <u>Organization of the Seller.</u> Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of Delaware. Seller does not have any Subsidiaries. Seller has the power and authority to own or lease its properties and to carry on all business activities now conducted by it. The members of seller are listed in Section 2(a) of the Disclosure Schedule.
- b. <u>Authorization of Transaction</u>. Seller has full power and authority to execute and deliver this Agreement and all agreements and instruments to be executed and delivered by such Party pursuant to this Agreement (collectively, the "Ancillary Agreements") and to perform its obligations hereunder and thereunder. This Agreement and the Ancillary Agreements constitute the valid and legally binding obligation of the Seller enforceable in accordance with their respective terms and conditions.
- c. Noncontravention. Neither the execution and the delivery of this Agreement or the Ancillary Agreements, nor the consummation of the transactions contemplated hereby and thereby (including the assignments and assumptions referred to in Section 1(e) above), will (i)violate any statute, regulation, rule, judgment, order, decree, stipulation, injunction, charge, or other restriction of any government, governmental agency, or court to which the Seller is subject or any provision of the Certificate of Formation or bylaws of the Seller; or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice or third party consent (that Seller does not attempt to obtain as described below) under any contract, lease, sublease, license, sub-license, franchise, permit, indenture, agreement or mortgage for borrowed money, instrument of indebtedness, Security Interest, or other agreement, arrangement to which the Seller is a party or by which it is bound or to which any of its assets is subject (or result in the imposition of any Security Interest upon any of its assets). Other than with respect to the Assignment Applications described in Section 4(b), the Seller does not need to give any notice to, make any filing with, or obtain any Licenses, consent, or approval of any court or government or governmental agency in order for the Parties to enter into this agreement or the Ancillary Agreements or to consummate the transactions contemplated by this Agreement or the Ancillary Agreements.

- d. <u>Title to Acquired Assets.</u> Other than the Security Interests set forth on Section 2(d) of the Disclosure Schedule (which shall be released at or before the Closing) the Seller has good and marketable title to all of the Acquired Assets, free and clear of any Security Interest or restriction on transfer.
- e. <u>Financial Statements</u>. Included in Section 2(e) of the Disclosure Schedule are the following financial statements (collectively the "Financial Statements"): (i) unaudited balance sheets and statements of income, and cash flow as of and for the fiscal years ended December 31, 2002, December 31, 2003, and December 31, 2004 for the Seller; and (ii) unaudited balance sheets and statements of income, as of and for each month during 2004 and each month to date in 2005 for the Seller. The Financial Statements have been prepared in conformity with the Seller's normal accounting policies, practices and procedures applied on a consistent basis, throughout the periods covered thereby, are correct and complete to the best of Seller's knowledge, fairly present the financial condition of the Seller and the results of operation of Seller at the dates and for the periods indicated, and are consistent with the books and records of the Seller (which books and records are correct and complete). In all material respects, the Financial Statements accurately state the revenues of the Seller for the period indicated therein.
- f. Events Subsequent to January 1, 2005. Since January 1, 2005, except as set forth in Section 2(f) of the Disclosure Schedule, there has not been any material adverse change in the assets, liabilities, business, financial condition, operations, results of operations, or future prospects of the Seller. Without limiting the generality of the foregoing and with respect to the operation of the Seller since January 1, 2005:
- (i) other than this Agreement, Seller has not entered into any agreement, contract, lease, sublease, license, or sub-license (or series of related agreements, contracts, leases, subleases, licenses, and sub-licenses) outside the Ordinary Course of Business;
- (ii) Seller has not delayed or postponed (beyond its normal practice in the Ordinary Course of Business) the payment of accounts payable and other Liabilities;
- (iii) the Seller has not altered its credit and collection policies or its accounting policies;
- (iv) there has not been any other occurrence, event, incident, action, failure to act, or transaction outside the Ordinary Course of Business involving any of the Seller;
- (v) the Seller has not applied to the FCC for any modification of the FCC Licenses or failed to take any action necessary to preserve the FCC Licenses and has operated in compliance therewith and with all FCC rules and regulations;
  - g. Tax Matters. The Seller has timely and properly filed all Tax Returns that it

was required to file with respect to the Seller's operations. All such Tax Returns were correct and complete and properly reflect the tax liability of the Seller in all material respects. No Tax deficiencies have been proposed or assessed against the Seller. All Taxes owed by the Seller with respect to its operations (whether or not shown on any Tax Return) have been paid. The Seller has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, creditor, independent contractor, or other third party. No claim has ever been made by any authority in any jurisdiction where the Seller does not file Tax Returns that they are or may be subject to taxation by that jurisdiction.

- h. <u>Tangible Assets</u>. Section 2(h) of the Disclosure Schedule sets forth a listing of all tangible personal property used in conducting the operation and business of the Seller. The Seller owns or leases all tangible assets necessary for the conduct of its operations and business and all leased assets are specifically identified as such in Section 2(h) of the Disclosure Schedule.
- i. <u>Real Property.</u> Section 2(i) of the Disclosure Schedule lists and describes briefly all Owned Real Estate and real property leased to the Seller (including, without limitation, complete legal descriptions for all of the Real Estate). The Seller has delivered to the Buyers correct and complete copies of the Leases. With respect to the Real Estate:
- (i) the Seller has good and marketable title to all of the Owned Real Estate free and clear of all liens, charges, mortgages, security interests, easements, restrictions or other encumbrances of any nature whatsoever except real estate taxes for the year of Closing and municipal and zoning ordinances and recorded utility easements which do not impair the current use, occupancy or the marketability of title of the property and which are disclosed in Section 2(i) of the Disclosure Schedule (collectively, the "Permitted Real Estate Encumbrances");
  - (ii) the Leases are legal, valid, binding, enforceable, and in full force and effect;
- (iii) to Seller's Knowledge, no party to any Lease is in breach or default (or has repudiated any provision thereof), and no event has occurred which, with notice or lapse of time, would constitute a breach or default thereunder or permit termination, modification, or acceleration thereunder;
  - (iv) there are no disputes or oral agreements in effect as to any Lease;
- (v) none of the Owned Real Estate and to the Seller's Knowledge, none of the properties subject to the Leases is subject to any lease option to purchase or rights of first refusal;
- (vi) except for Permitted Real Estate Encumbrances, there are no (i) actual or, to the Seller's Knowledge, proposed special assessments with respect to any of the Real Estate; (ii)

pending or, to the Seller's Knowledge, threatened condemnation proceedings with respect to any of the Real Estate; (iii) to the Seller's Knowledge, structural or mechanical defects in any of the buildings or improvements located on the Real Estate; (iv) any pending or, to the Seller's Knowledge, threatened changes in any zoning laws or ordinances which may materially adversely affect any of the Real Estate

or Seller's use thereof in the manner specified in the case of (i) through (iv) above;

- (vii) the Seller has not assigned, transferred, conveyed, mortgaged, deeded in trust, or encumbered any interest in the Leases or its rights thereunder;
- (viii) to the Seller's Knowledge, all facilities on the Real Estate have received all approvals of governmental authorities (including licenses, permits and zoning approvals) required in connection with the operation thereof and have been operated and maintained in all material respects in accordance with applicable laws, rules, and regulations; and
- j. Contracts. Section 2(j) of the Disclosure Schedule lists any written arrangement (or group of related written arrangements) either involving more than \$5,000 or not entered into in the Ordinary Course of Business. The Seller has made available to the Buyer for its inspection a correct and complete copy or original of each written arrangement listed in Section 2(j) of the Disclosure Schedule (as amended to date). With respect to each written arrangement so listed which constitutes an Assumed Contract: (A) the written arrangement is legal, valid, binding, enforceable, and in full force and effect; and (B) Seller is not in breach or default, and no event has occurred pertaining to Seller and Seller has no knowledge of any event pertaining to any other party which with notice or lapse of time would constitute a breach or default or permit termination, modification, or acceleration, under the written arrangement. The Seller is not a party to any verbal contract, agreement, or other arrangement which, if reduced to written form, would be required to be listed in Section 2(j) of the Disclosure Schedule under the terms of this Section 2(j). Except for the Assumed Contracts, the Buyer shall not have any Liability or obligations for or in respect of any of the contracts set forth in Section 2(j) of the Disclosure Schedule or any other contracts or agreements of the Seller.

# <u>k. Federal Communications Commission Licenses and Compliance with Federal Communications Commission Requirements.</u>

(i) All licenses, permits, authorizations, franchises, certificates of compliance, and consents of governmental bodies, including, without limitation, the FCC Licenses, used or useful in the operation of the Seller as it is now being operated are (A) in full force and effect, (B) unimpaired by any acts or omissions of the Seller or the Seller's employees or agents, (C) free and clear of any restrictions which might limit the full operation of the Seller, and (D) detailed in Section 2(k) of the Disclosure Schedule. With respect to the licenses, permits, authorizations, franchises, certificates of compliance and consents referenced in the preceding sentence, Section, 2(k) of the Disclosure Schedule also sets forth, without limitation, the date of the last renewal, the expiration date thereof, and any conditions or contingencies related thereto. Except as set forth in Section 2(k) of the Disclosure Schedule, no condition exists or event has occurred that permits, or after notice or lapse of time, or both, would permit, the revocation or termination of

any such license, permit, consent, franchise, or authorization (other than pursuant to their express expiration date) or the imposition of any material restriction or limitation upon the operation of the Seller as now conducted. Except as set forth in Section 2(k) of the Disclosure Schedule, the Seller is not aware of any reason why the FCC licenses might not be renewed in the ordinary course or revoked.

- (ii) To Seller's Knowledge, the Seller's operations are in compliance with the FCC's policy on exposure to radio frequency radiation. To Seller's Knowledge, no renewal of any FCC License would constitute a major environmental action under the FCC's rules or policies. To Seller's Knowledge, access to the Seller's transmission facilities is restricted in accordance with the policies of the FCC.
- (iii) Except as set forth in Section 2(k) of the Disclosure Schedule, to the Seller's Knowledge, the Seller is not the subject of any FCC or other governmental investigation or any notice of violation or order, or any material complaint, objection, petition to deny, or opposition issued by or filed with the FCC or any other governmental authority in connection with the Seller's operation, and there are no proceedings (other than rule making proceedings of general applicability) before the FCC or any other governmental authority that could adversely affect any of the FCC Licenses or the authorizations listed in Section 2(k) of the Disclosure Schedule.
- (iv) The Seller has filed with the FCC and all other governmental authorities having jurisdiction all material reports, applications, documents, instruments, and other information required to be filed.
- 1. Intellectual Property. The Seller owns or has the right to use pursuant to license, sub-license, agreement or permission all Intellectual Property necessary for the operation of the businesses of the Seller as presently conducted and as presently proposed to be conducted. Each item of Intellectual Property owned or used by the Seller immediately prior to the Closing hereunder is set forth on Section 2(1) of the Disclosure Schedule. To Seller's Knowledge, the Seller has not interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights of third parties, and the Seller has never received any charge, complaint, or notice alleging any such interference, infringement, misappropriation, or violation. To Seller's Knowledge, no third party has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights of the Seller.
- m. <u>Insurance</u>. Section 2(m) of the Disclosure Schedule sets forth a complete and accurate description of all Seller's insurance coverage. With respect to each such insurance policy, the policy is legal, valid, binding, and enforceable and in full force and effect.
- n. <u>Litigation</u>. Section 2(n) of the Disclosure Schedule sets forth each instance in which any Seller: (i) is subject to any unsatisfied judgment, order, decree, stipulation, injunction, or charge; or (ii) is a party or, to the Knowledge of the Seller, is threatened to be made a party to any charge, complaint, action, suit, proceeding, hearing, or investigation of or in any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or

before any arbitrator. None of the charges, complaints, actions, suits, proceedings, hearings, and investigations set forth in Section 2(n) of the Disclosure Schedule could result in any material adverse change in the assets, Liabilities, business, financial condition, operations, results of operations, or future prospects of the Seller taken as a whole.

- o. <u>Employees.</u> Section 2(0) of the Disclosure Schedule sets forth a listing of the names, positions, job descriptions, salary or wage rates and all other forms of compensation paid for work of each employee. To the Knowledge of the Seller, no key employee or group of employees has any plans to terminate employment with the Seller. The Seller is not a party to or bound by any collective bargaining or similar agreement, nor has it experienced any strikes, grievances, claims of unfair labor practices or other collective bargaining disputes. The Seller has no Knowledge of any organizational effort presently being made or threatened by or on behalf of any labor union with respect to the employees of the Seller.
- p. Employee Benefits. Section 2(P) of the Disclosure Schedule lists all Employee Benefit Plans that the Seller maintains or to which the Seller contributes or are required to contribute for the benefit of any current or former employee of the Seller and true and correct copies of each such Employee Benefit Plan have been delivered to the Buyers. To Seller's Knowledge, each Employee Benefit Plan (and each related trust or insurance contract) complies and at all times has complied in form and in operation in all material n:spects with the applicable requirements of ERISA and the Code. To Seller's Knowledge, the Seller does not have any commitment to create any additional Employee Benefit Plan or modify or change any existing Employee Benefit Plan that would materially affect any employee or terminated employee of the Seller. There are no pending or, to the Knowledge of the Seller, threatened claims under, by or on behalf of any of the Employee Benefit Plans, by any employee or beneficiary covered by any such Employee Benefit Plan, or otherwise involving any such Employee Benefit Plan (other than routine claims for benefits), nor have there been any Reportable Events or Prohibited Transactions with respect to any Employee Benefit Plan.

## q. Environment. Health. and Safety.

- (i) To Seller's Knowledge, , the Seller is, and at all times in the past has been, in compliance in all material respects with all Environmental Laws and all laws (including rules and regulations thereunder) of federal, state, and local governments (and all agencies thereof) concerning employee health and safety, and the Seller has no Liability under any Environmental Law or under the Occupational Safety and Health Act, as amended, or any other law (or rule or regulation thereunder) of any federal, state, local; or foreign. government (or agency thereof) concerning employee health and safety, or for any illness of or personal injury to any employee.
- (ii) To Seller's Knowledge, the Seller has obtained and at all times has been in compliance in all material respects with all of the terms and conditions of all permits, licenses, and other authorizations which are required under, and have complied with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules, and timetables which are contained in, all Environmental Laws or law of any federal, state, or local or foreign government relating to worker health and safety.
  - (iii) To Seller's Knowledge, to the extent required by applicable law or regulation,

all properties and equipment used by Seller and the Acquired Assets have been free of asbestos, PCB's, methylene chloride, trichloroethylene, 1, 2-transdichloroethylene, dioxins, dibenzofurans, and Extremely Hazardous Substances. To Seller's Knowledge, to the extent required by applicable law or regulation, except as provided in Section 2(q) of the Disclosure Schedule, no pollutant, contaminant, or chemical, industrial, hazardous, or toxic material or waste ever has been buried, stored, spilled, leaked, discharged, emitted, or released on any of the Real Estate. To Seller's Knowledge, no above ground or underground storage tanks have ever been located at, on or under the Real Estate. The Seller has delivered to the Buyers a complete copy of all environmental claims, reports, studies, compliance actions or the like of the Seller or which are available to the Seller with respect to any of the Real Estate or any of the Acquired Assets.

- r. <u>Legal Compliance</u>. To Seller's Knowledge, Seller has complied in all material respects with all laws (including rules and regulations thereunder) of federal, state, local and foreign governments (and all agencies thereof). The Seller has filed in a timely manner all reports, documents, and other materials it was required to file (and the information contained therein was correct and complete in all material respects) under all applicable laws.
- s. <u>Undisclosed Commitments or Liabilities</u>. To Seller's Knowledge, there are no material commitments, liabilities or obligations relating to Seller operations, whether accrued, absolute, contingent or otherwise including, without limitation, guaranties by the Seller of the liabilities of third parties, for which specific and adequate provisions have not been made on the Financial Statements except those incurred in or as a result of the Ordinary Course of Business since January 1, 2005.

# 3. Representations and Warranties of the Buyer.

Buyer represents and warrants to the Seller that the statements contained in this Section 3 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date except as set forth in the Disclosure Schedule.

- a. <u>Organization of the Buyer</u>. Buyer is a limited liability company duly organized, validly existing, and in good standing under the laws of Delaware.
- b. <u>Authorization of Transaction</u>. Buyer has full power and authority to execute and deliver this Agreement and the Ancillary Agreements and to perform its obligations hereunder and thereunder. This Agreement and the Ancillary Agreements constitute legally binding obligations of the Buyer, enforceable against the Buyer in accordance with their respective terms and conditions.
- c. <u>Noncontravention</u>. Neither the execution and the delivery of this Agreement or the Ancillary Agreements, nor the consummation of the transactions contemplated hereby and thereby (including the assignments and assumptions referred to in Section 1(e) above), will (i) violate any statute, regulation, rule, judgment, order, decree, stipulation, injunction, charge, or other restriction of any government, governmental agency, or court to which the Buyers are subject or any provision of their articles of organization or other charter documents, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create

in any party the right to accelerate, terminate, modify, or cancel, or require any notice or third party consent under any contract, lease, sublease, license, sub-license, franchise, permit, indenture, agreement or mortgage for borrowed money, instrument of indebtedness, Security Interest, or other arrangement to which the Buyer is a party or by which they are bound or to which any of their assets is subject. Other than the Assignment Applications described in Section 4(b), the Buyer does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any court or government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement or the Ancillary Agreements (including the assignments and assumptions referred to in Section 1 (e) above).

d. <u>Brokers' Fees.</u> The Buyer has no Liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which the Seller could become liable or obligated.

# 4. Pre-Closing Covenants.

The Parties agree as follows with respect to the period between the execution of this Agreement and the Closing:

- a. <u>General.</u> Each of the Parties will make all commercially reasonable efforts to take all action and to do all things necessary, proper, or advisable to consummate and make effective the transactions contemplated by this Agreement (including satisfying the closing conditions set forth in Section 5 below).
- b. Assignment Applications. At an agreed time (but in any event promptly after execution of this Agreement by Buyer), the Seller and the Buyer shall jointly file with the FCC all applications necessary for approval of the assignment of the FCC Licenses (the "Assignment Applications"). The costs "of the FCC filing fees in connection with the Assignment Application shall be divided equally between the Seller and the Buyer. Each party shall pay its own attorneys' fees. The Seller and the Buyer shall thereafter prosecute the Assignment Applications with all reasonable diligence and otherwise use commercially reasonable efforts to obtain the grant of the Assignment Applications as expeditiously as practicable (but neither the Seller nor the Buyer shall have any obligation to satisfy the FCC by taking any steps which would have a material adverse effect upon Seller's operation or impose significant costs on such party). If the FCC imposes any condition on Assignor or Assignee to the Assignment Applications, such party shall use commercially reasonable efforts to comply with such condition, provided, that neither party shall be required hereunder to comply with any condition that would have a material adverse effect upon the Seller operation. The Seller and the Buyer shall jointly oppose any requests for reconsideration or judicial review of the FCC's approval of the Assignment Applications and shall jointly request from the FCC extension of the consummation deadlines under the FCC's approval of the Assignment Applications if the Closing shall not have occurred by the deadline imposed by each FCC Consent. Nothing in this Section 4(b) shall be construed to limit Assignor's or Assignee's right to terminate this Agreement pursuant to Section 9 of this Agreement.

- c. <u>Employment Offers.</u>, Upon two (2) business days notice to the Seller, and at mutually agreeable times, the Seller will permit the Buyer to meet with its employees prior to the Closing Date. The Buyer may, at its option, extend offers of employment to all or any of the Seller's employees effective on the Closing Date. From and after the execution of this Agreement, Seller shall use reasonable efforts to assist Buyer in retaining those employees of the Seller which the Buyer wishes to hire in connection with Seller operations by the Buyer subsequent to the Closing, and the Seller will not take any action to preclude or discourage any of the Seller's employees from accepting any offer of employment extended by the Buyer.
- d. <u>Notices and Consents.</u> The Seller will give all notices to third parties and shall have used reasonable efforts to obtain all third party consents that Buyers reasonably may request as to contracts and other matters in the Disclosure Schedule. Each of the Parties will take any additional action that may be necessary, proper, or advisable in connection with any other notices to, filings with, and authorizations, consents, and approvals of governments, governmental agencies, and third parties, that it may be reasonably required to give, make, or obtain.
- e. <u>Contracts</u>. The Seller will not without prior written consent of the Buyer amend, change, or modify any of the contracts listed on Section 2(k) of the Disclosure Schedule in any material respect outside the Ordinary Course of Business. The Seller will not without prior written consent of the Buyer enter into any contract outside the Ordinary Course of Business which involves more than Twenty Five Thousand Dollars (\$25,000).
- f. <u>Preservation of Assets.</u> Seller will keep the Acquired Assets and properties substantially intact, including its present operations, physical facilities, working conditions, relationships with lessors, licensors, advertisers, suppliers, customers, and employees, all of the Confidential Information, and the FCC Licenses.
- g. <u>Full Access</u>. The Seller will permit representatives of the Buyer to have full access at all reasonable times, upon two (2) business days' notice, and in a manner so as not to interfere with the normal business operations of the Seller, to all premises, properties, books, records, contracts, Tax records, and documents of or pertaining to the Seller. The Seller will make reasonable efforts to inform Buyer management as to the operations, management and business of Seller, and will provide Buyer with updated information on station sales, as may be reasonably requested by Buyer.
- h. Notice of Developments. The Seller will give prompt written notice to the Buyer of any material development affecting business, operations or prospects of the Seller or the Acquired Assets or the ability of the Seller to perform hereunder. Each party will give prompt written notice to the other of any material development affecting the ability of the Parties to consummate the transactions contemplated by this Agreement.
  - i. Exclusivity. The Seller will not (i) solicit, initiate, or encourage the submission of any proposal or offer from any person relating to any (A) merger or

consolidation, (B) acquisition or purchase of securities or assets, or (C) similar transaction or business combination involving the Seller, or (ii) participate in any discussions or negotiations regarding, furnish any information with respect to, assist or participate in, or facilitate in any other manner any effort or attempt by any person to do or seek any of the foregoing. The Seller will notify the Buyer within five (5) days if any person makes any proposal, offer, inquiry, or' contact with respect to any of the foregoing.

j. Title Insurance. Surveys and Environmental Assessments. The Seller will obtain (i) with respect to each parcel of Owned Real Estate, an owner's policy of title insurance by a title insurer reasonably satisfactory to the Buyer, in an amount equal to the values of such Real Estate assigned per schedules attached hereto (including all improvements located thereon), insuring over the standard pre-printed exceptions and insuring title to the Owned Real Estate to be vested in the Buyer as of the Closing free and clear of all liens, and encumbrances except Permitted Real Estate Encumbrances, together with such endorsements for zoning, contiguity, public access and extended coverage as the Buyer reasonably requests, (ii) a current survey of each parcel of Real Estate (Owned or Leased) certified to the Buyer, prepared by a licensed surveyor and conforming to current AL T A Minimum Detail Requirements for Land Title Surveys, disclosing the location of all improvements, easements. party walls, sidewalks, roadways, utility lines, and other matters shown customarily on such surveys, and showing access affirmatively to public streets and roads (the "Surveys') which shall not disclose any survey defect or encroachment from or onto any of the Real Estate which has not been cured or insured over prior to the Closing; and (iii) with respect to each parcel of Owned Real Estate, a current Phase I environmental site assessment from an environmental consultant or engineer reasonably satisfactory to the Buyer which does not indicate that the Seller and the Real Estate are not in compliance with any Environmental Law and which shall not disclose or recommend any action with respect to any condition to be mediated or investigated or any contamination on the site assessed. The Buyer and Seller shall split the costs of these title policies, Surveys, and environmental site assessments on a 50-50 basis. In no event shall Seller be obligated to Buyer to perform any remedial action which may be recommended, but Buyer shall have the right to terminate the Agreement under Section 9 below.

k. <u>Control of Business.</u> The transactions contemplated by this Agreement shall not be consummated until after the FCC has given its consent and approval to all of the Assignment Applications by Final Order. Between the date of this Agreement and the Closing Date, the Buyer and its employees or agents shall not directly or indirectly control, supervise, or direct, or attempt to control, supervise, or direct, the operation of Seller, and such operation shall be the sole responsibility of and in the control of the Seller.

l. <u>Risk of Loss.</u> The risk of loss, damage, or destruction to any of the Acquired Assets shall remain with the Seller until the Closing, reasonable wear and tear excepted. In the event of any such loss, damage, or destruction the Seller will promptly notify the Buyer of all particulars thereof, stating the cause thereof (if known) and the extent to which the cost of restoration, replacement and repair of the Acquired Assets lost, damaged or destroyed will be

reimbursed under any insurance policy with respect thereto. To the extent covered by insurance, the Seller will, at Seller's expense, repair or replace such Acquired Assets to their former condition as soon as possible after loss, damage or destruction thereof and shall use reasonable efforts to restore as promptly as possible transmissions as authorized in the FCC Licenses. As to damages not fully covered by insurance, Seller shall have no obligation to expend more than \$5,000.00 in the aggregate and may terminate this Agreement upon notice to Buyers if the unfunded cost of such repair work will be in excess of \$5,000.00 and if Buyer is unwilling to assume the cost of repair work in excess of \$5,000.00. If Buyer elects to assume the cost in excess of the \$5,000, the repairs shall proceed, the Seller shall bear the cost of such repairs up to \$5,000, and the Closing Date shall be extended (with FCC consent, if necessary) for up to ninety (90) days to permit such repair or replacement. If the parties reasonably determine that repair or replacement cannot be accomplished within ninety (90) days of the date of the Seller's notice to the Buyer and the Buyer determines that the Seller's failure to repair or replace would have a material adverse effect on the operation of the Station:

# (i) the Buyer may elect to terminate this Agreement; or

- (ii) the Buyer or Seller may postpone the Closing Date until such time as the property has been repaired, replaced or restored in a manner and to an extent reasonably satisfactory to the Buyer, unless the same cannot be reasonably effected within ninety (90) days of the date of the Seller's notice to the Buyer, in which case either party may terminate this Agreement; or
- (iii) the Buyer may choose to accept the Acquired Assets in their "then" condition, together with the Seller's assignment to the Buyer of all rights under any insurance claims covering the loss, damage or destruction and payment over to the Buyer of any proceeds under any such insurance policies, previously received by the Seller with respect thereto plus an amount equal to the amount of any deductible or self insurance maintained by Seller on such Acquired Assets. In the event the Closing Date is postponed pursuant to this Section 4(1). the parties hereto will cooperate to extend the time during which this Agreement must be closed as specified in the consent of the FCC.

## 5. Conditions to Obligation to Close.

- a. <u>Conditions to Obligation of the Buyer.</u> The obligation of Buyer to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:
- (i) the representations and warranties set forth in Section 2 above shall be true and correct in all material respects at and as of the Closing Date as though made on and as of the Closing Date;

- (ii) the Seller shall have performed and complied with all of its covenants hereunder in all material respects through the Closing;
- (iii) the Seller shall have procured all of the third party consents specified in Section 4(d) above designated by Buyer as material within thirty (30) days of the date of this Agreement and all of the title insurance commitments (and endorsements), Surveys and environmental site assessments described in Section 4(j) above;
- (iv) no action, suit, investigation, inquiry or other proceeding shall be pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction wherein an unfavorable judgment, order, decree, stipulation, injunction, or charge would (A) prevent consummation of any of the transactions contemplated by this Agreement or impose damages or penalties upon any of the parties if such transactions are consummated, (B) cause any of the transactions contemplated by this Agreement to be rescinded following consummation, or (C) materially and adversely affect the right of the Buyer to own, operate, or control the Acquired Assets (and no such judgment, order, decree, stipulation, injunction, or charge shall be in effect);
- (v) the Seller shall have delivered to the Buyer a certificate (without qualification as to knowledge or materiality or otherwise) to the effect that each of the conditions specified above in Sections 5(a)(i) through (iv) is satisfied in all respects and the statements contained in such certificate shall be deemed a warranty of the Seller which shall survive the Closing;
- (vi) the Buyer shall have received from counsel to the Seller an opinion or opinions with respect to the matters set forth in Exhibit C-l and C-2 attached hereto, addressed to the Buyer dated as of the Closing Date;
- (vii) the Parties shall have agreed to allocate the Purchase Price (and all other capitalizable costs) among the Acquired Assets for all purposes (including financial accounting and tax purposes) in accordance with an allocation schedule to be delivered at closing; and
- (viii) all actions to be taken by the Seller in connection with the consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby and not specifically described in this Agreement will be reasonably satisfactory in form and substance to the Buyer;
- (ix) the consummation of the transactions contemplated hereby are approved by the Board of Managers of Buyer and Buyer shall have completed its Due Diligence.

- b. <u>Conditions to Obligation of the Seller</u>. The obligation of the Seller to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:
- (i) the representations and warranties set forth in Section 3 above shall be true and correct in all material respects at and as of the Closing Date as though made on and as of the Closing Date;
- (ii) the Buyer shall have performed and complied with all of its covenants hereunder in all material respects through the Closing;
- (iii) no action, suit, investigation, inquiry or other proceeding shall be pending or threatened before any court or quasi judicial or administrative agency of any federal, state, local, or foreign jurisdiction wherein an unfavorable judgment, order, decree, stipulation, injunction, or charge would (A) prevent consummation of any of the transactions contemplated by this Agreement or impose damages or penalties upon any of the Parties if such transactions are consummated, or (B) cause any of the transactions contemplated by this Agreement to be rescinded following consummation (and no such judgment, order, decree, stipulation, injunction, or charge shall be in effect);
- (iv) the Buyer shall have delivered to the Seller a certificate (without qualification as to knowledge or materiality or otherwise) to the effect that each of the conditions specified above in Section 5(b)(i)-(iii) is satisfied in all respects and the statements contained in such certificate shall be deemed a warranty of the Buyer which shall survive the Closing;
- (v) the Assignment Application shall have been approved by a Final Order of the FCC and the Seller shall have received all governmental approvals required to transfer all other authorizations, consents, and approvals of governments and governmental agencies set forth in the Disclosure Schedule;
- (vi) all actions to be taken by the Buyer in connection with the consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby will be reasonably satisfactory in form and substance to the Seller.
- 6. Post-Closing Covenants.

The Parties agree as follows with respect to the period following the Closing:

a. <u>General.</u> In case at any time after the Closing any further action is necessary or desirable to carry out the purposes of this Agreement, each of the Parties will take such

further action (including the execution and delivery of such further instruments and documents) as any other Party reasonably may request, all at the sole cost and expense of the requesting Party (unless the requesting Party is entitled to indemnification therefor under Section 7 below).

- b. <u>Litigation Support</u>. In the event and for so long as any Party actively is contesting or defending against any charge, complaint, action, suit, proceeding, hearing, investigation, .claim, or demand in connection with (i) any transaction contemplated under this Agreement or (ii) any fact, situation, circumstance status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction on or prior to the Closing Date involving the Seller, the other Party will reasonably cooperate with the contesting or defending Party and its counsel in the contest or defense, make available his or its personnel, and provide such testimony and access to its books and records as shall be necessary in connection with the contest or defense, all at the sole cost and expense of the contesting or defending Party (unless the contesting or defending Party is entitled to indemnification therefor under Section 7 below); provided, however, that such access and cooperation shall not unreasonably disrupt the normal operations of the cooperating party.
- c. Adjustments. Operation of the Seller's business and the income and expenses attributable thereto up through the close of business on the day before the Closing Date shall be for the account of the Seller and thereafter for the account of the Buyer. Such items as employee salaries, vacation, sick day and personal time accruals, and fringe benefits, power and utilities charges, insurance, real and personal property taxes, prepaid expenses, deposits, and rents and payments pertaining to the Assumed Contracts shall be prorated between the Seller and the Buyer as of the Closing Date in accordance with the foregoing principle. In addition, all commissions payable with respect to the accounts receivable of the Seller (whether due before or after Closing) shall be solely for the account and responsibility of the Seller. Contractual arrangements that do not reflect an equal rate of compensation to Seller over the term of the agreement shall be equitably adjusted as of the Closing Date. The prorations and adjustments hereunder shall be made and paid insofar as feasible on the Closing Date, with a final settlement sixty (60) days after the Closing Date. In the event of any disputes between the Parties as to such adjustments, the amounts not in dispute shall nonetheless be paid at such time and such disputes shall be determined by an independent accounting firm mutually acceptable to both parties and the fees and expenses of such accounting firm shall be paid one-half ( $\frac{1}{2}$ ) by the Seller and one-half ( $\frac{1}{2}$ ) by the Buyer.
- d. <u>Consents.</u> In the event any of the Assumed Contracts are not assignable or any consent to such assignment is not obtained on or prior to the Closing Date, and the Buyer elects to consummate the transactions contemplated herein despite such failure or inability to

obtain such consent, the Seller shall continue to use commercially reasonable efforts to obtain any such assignment or consent after the Closing Date. Until such time as such assignment or approval has been obtained, the Seller will cooperate with Buyer in any lawful and economically feasible arrangement to provide that the Buyer shall receive the Seller's interest in the benefits under any such Assumed Contract, including performance by the Seller as agent, if economically feasible; provided, however, that the Buyer shall undertake to pay or satisfy the corresponding liabilities for the enjoyment of such benefit to the extent that Buyer would have been responsible therefor if such consent or assignment had been obtained.

# 7. Remedies for Breaches of this Agreement.

a. <u>Survival.</u> All of the representations and warranties of the Seller contained in Section 2 of this Agreement (other than the representations and warranties of the Seller contained in Sections 2(a), 2(b), 2(c), and 2(d) hereof or relating to the Seller's title to the Acquired Assets) shall survive the Closing and continue in full force and effect for a period until 90 days after the applicable statute of limitations has expired with respect to any claim by the Buyer based on a claim or action by a third party and for a period of two (2) years following Closing with respect to any claim by the Buyer not based on a claim or action by a third party. All of the representations and warranties contained in Sections 2(a), 2(b), 2(c), and 2(d) hereof or relating to the Seller's title to the Acquired Assets and all of the covenants of the Buyer and the Seller contained in this Agreement shall survive the Closing and continue in full force for a period of three years thereafter.

b. <u>Indemnification Provisions for the Benefit of the Buyer.</u> Except as described below in <u>Section 7(e)</u> with respect to a breach of a warranty or covenant prior to the Closing Date, the Seller agrees to indemnify the Buyer from and against the entirety of any Adverse Consequences the Buyer may suffer resulting from, arising out of, relating to, in the nature of, or caused by:

- (i) any material misrepresentation or breach of any of the Seller's representations or warranties, and covenants contained in this Agreement or in any Ancillary Agreement executed and/or delivered by the Seller (so long as the Buyer makes a written claim for indemnification within the applicable survival period);
- (ii) any material breach or nonfulfillment of any agreement or covenant of the Seller contained herein or in any Ancillary Agreement;

- (iii) any Liability of the Seller (with respect to the Acquired Assets) which is not an Assumed Liability; and/or
- (iv) any Liability of the Buyer under any bulk transfer law of any jurisdiction or under any common law doctrine of defacto merger or successor liability.
- c. <u>Indemnification Provisions for the Benefit of the Seller.</u> Except as described below in <u>Section 7(e)</u> with respect to a breach of a warranty or covenant prior to the Closing Date, the Buyer agrees to indemnify the Seller from and against the entirety of any Adverse Consequences the Seller may suffer resulting from, arising out of, relating to, in the nature of, or caused by (i) any misrepresentation or breach of any of the Buyer's representations or warranties contained in this Agreement or in any Ancillary Agreement executed and/or delivered by the Buyer (so long as the Seller makes a written claim for indemnification within the applicable survival period); (ii) any breach or nonfulfillment of any agreement or covenant of the Buyer contained herein or in any Ancillary Agreement; (iii) any Assumed Liability; or (iv) any Liability arising from the operation of Seller following the Closing Date.
- d. Specific Performance. Each of the Parties acknowledges and agrees that the Buyer would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the Parties agrees that the Buyer shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the Parties and the matter (subject to the provisions set forth in Section 10(n) below), in addition to any other remedy to which it may be entitled, at law or in equity. Each of the Parties acknowledges and agrees that money damages would not be an adequate remedy for Buyer for a breach of any provision of this Agreement.
- e.. Matters Involving Third Parties. If any third party shall notify any Party (the "Indemnified Party") with respect to any matter which may give rise to a claim for indemnification against any other Party (the "Indemnifying Party") under this Section 7, then the Indemnified Party shall notify the Indemnifying Party thereof promptly; provided. however, that no delay on the part of the Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnifying Party from any liability or obligation thereunder unless (and then solely to the extent) the Indemnifying Party thereby is damaged as a result of such failure. In the event any Indemnifying Party notifies the Indemnified Party within 15 days after the Indemnified Party has given notice of the matter that the Indemnified Party against the matter with counsel of its choice reasonably satisfactory to the Indemnified Party, (ii) the Indemnified Party may retain separate co-counsel at its sole cost and expense (except that the Indemnifying Party will be responsible for the fees and expenses of the separate co-counsel to

the extent the Indemnified Party reasonably concludes that the counsel the Indemnifying Party has selected has a conflict of interest), (iii) the Indemnified Party will not consent to the entry of any judgment or enter into any settlement with respect to the matter without the written consent of the Indemnifying Party (not to be withheld unreasonably), and (iv) the Indemnifying Party will not consent to the entry of any judgment with respect to the matter, or enter into any settlement which does not include a provision whereby the plaintiff or claimant in the matter releases the Indemnified Party from all Liability with respect thereto, without the written consent of the Indemnified Party (not to be withheld unreasonably). In the event the Indemnifying Party does not notify the Indemnified Party within 15 days after the Indemnified Party has given notice of the matter that the Indemnifying Party is assuming the defense thereof, however, and/or in the event the Indemnifying Party shall fail to defend such claim actively and in good faith, then the Indemnified Party may defend against, or enter into any settlement with respect to, the matter in any manner it reasonably may deem appropriate.

f. <u>Limitation on Indemnification</u>. Notwithstanding anything to the contrary in this Agreement, no Seller shall be liable to or be obligated to reimburse, indemnify or hold harmless Buyer until the Adverse Consequences experienced by Buyer and for which Buyer is entitled to receive indemnification under this Agreement exceeds Five Thousand Dollars (\$5000) (the "Threshold Amount"). The Seller shall be liable to and be obligated to indemnify the Buyer for all amounts in excess of the Threshold Amount. The limitation in this Section 7(g) shall in no event apply to indemnification owed to Buyer under Section 7(b)(iii) and (iv) above.

# 8. Definitions.

"Acquired Assets" means (except as limited by the Disclosure Schedule) all right, title, and interest in and to all of the assets of the Seller, other than Retained Assets, that are used or useful in the operation of Seller's business, wherever located, including but not limited to all of its (a) real property, leaseholds (whether held as Lessor or as Lessee) and other interests of any kind therein, improvements, fixtures, and fittings thereon (such as towers and antennae), and easements, rights-of-way, and other appurtenances thereto; (b) tangible personal property (such as fixed assets, computers, data processing equipment, electrical devices, monitoring equipment, test equipment, switching and terminal equipment, transmitters, transformers, receivers, furnishings, and other supplies, vehicles) and all assignable warranties with respect thereto; (c) Intellectual Property, goodwill associated therewith, licenses and sub-licenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions; (d) rights under orders and agreements now existing or entered into in the Ordinary Course of Business; (e) Assumed Contracts, indentures, Security Interests, guaranties, other similar arrangements, and rights thereunder; (f) claims, deposits, prepayments, refunds, causes of action, choses in action, rights of recovery (including rights under policies of insurance), rights of set off, and rights of recoupment; (g) Licenses and similar rights obtained from governments and governmental agencies; and (h) Records and all

other books, records, ledgers, logs, files, documents, correspondence, all other lists, plats, architectural plans, drawings, and specifications, creative materials, advertising and promotional materials, program production materials, studies, reports, and other printed or written materials; and (i) goodwill of Seller.

<u>"Adverse Consequences"</u> means all charges, complaints, actions, suits, proceedings, hearings, investigations, claims, demands, judgments, orders, decrees, stipulations, injunctions, damages, dues, penalties, fines, costs, amounts paid in settlement; Liabilities, obligations, Taxes, liens, losses, expenses, and fees, including all attorneys' fees and court costs.

<u>"Affiliate"</u> means with reference to any person or entity, another person or entity controlled by, under the control of or under common control with that person or entity.

"Assignment Applications" has the meaning set forth in Section 4(b) above.

"Assumed Contracts" means the Leases and those contracts identified on Section 2(k) of the Disclosure Schedule as those to be assumed by Buyer.

<u>"Assumed Liabilities"</u> means (a) obligations of the Seller which accrue after the Closing Date under the Assumed Contracts either: (i) to furnish services, and other non-Cash benefits to another party after the Closing; or (ii) to pay for goods, services, and other non-Cash benefits that another party will furnish to it after the Closing, and (b) all other obligations or liabilities relating to the operation of Seller after the Closing. The Assumed Liabilities shall not include any Retained Liabilities.

<u>"Basis"</u> means any past or present fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction that forms or could form the basis for any specified consequence.

"Buyer" has the meaning set forth in the preface above.

"Cash" means cash and cash equivalents determined in accordance with GAAP applied on a basis consistent with the preparation of the Financial Statements.

"Closing" has the meaning set forth in Section 1 (d) above.

"Closing Date" has the meaning set forth in Section 1(d) above.

"Code" means the Internal Revenue Code of 1986, as amended.

"Confidential Information" means any information concerning the businesses and affairs of the Seller.

<u>"Employee Benefit Plan"</u> means any (a) nonqualified deferred compensation or retirement plan or arrangement which is an Employee Pension Benefit Plan, (b) qualified defined contribution retirement plan or arrangement which is an Employee Pension Benefit Plan, (c) qualified defined benefit retirement plan or arrangement which is an Employee Pension Benefit Plan (including any Multi-employer Plan), or (d) Employee Welfare Benefit Plan or material. fringe benefit plan or program.

"Employee Pension Benefit Plan" has the meaning set forth in ERISA Sec. 3(2).

"Employee Welfare Benefit Plan" has the meaning set forth in ERISA Sec. 3(1).

"Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act of 1976, the Federal Water Pollution Control Act of 1972, the Clean Air Act of 1970, the Safe Drinking Water Act of 1974, the Toxic Substances Control Act of 1976, the Refuse Act of 1899, or the Emergency Planning and Community Right-to-Know Act of 1986 (each as amended), or any other law of any federal, state, local, or foreign government or agency thereof (including rules, regulations, codes, plans, judgments, orders, decrees, stipulations, injunctions, and charges thereunder) relating to public health and safety, or pollution or protection of the environment, including, without limitation, laws relating to emissions, discharges, releases, or threatened releases of pollutants, contaminants, or chemical, industrial, hazardous or toxic materials or wastes into ambient air, surface water, ground water, or lands or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, or chemical, industrial, hazardous, or toxic materials or wastes

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

<u>"Extremely Hazardous Substance"</u> has the meaning set forth in Section 302 of the Emergency Planning and Community Right-to-Know Act of 1986, as amended.

"FCC" means the Federal Communications Commission of the United States.

<u>"FCC Licenses"</u> means the licenses, permits and other authorizations, including any temporary waiver or special temporary authorization, issued by the FCC to the Seller in connection with the conduct of the business and operation of Seller's business.

<u>"Final Order"</u> means an action by the FCC as to which: (a) no request for stay by the FCC is pending, no such stay is in effect, and any deadline for filing a request for any such stay has passed; (b) no appeal, petition for rehearing or reconsideration, or application for review is pending before the FCC and the deadline for filing any such appeal, petition or application has passed; (c) the FCC has not initiated reconsideration or review on its own motion and the time in which such reconsideration or review is permitted has passed; and (d) no appeal to a court, or request for stay by a court, of the FCC's action is pending or in effect, and the deadline for filing any such appeal or request has passed.

"Financial Statements" has the meaning set forth in Section 2(e) above.

<u>"GAAP"</u> means United States generally accepted accounting principles as in effect from time to time.

"Indemnified Party" has the meaning set forth in Section 7(f) above.

"Indemnifying Party" has the meaning set forth in Section 7(f) above.

"Intellectual Property" means all (a) patents, patent applications, patent disclosures, and improvements thereto, (b) trademarks, service marks, trade dress, call letters, logos, trade names, and corporate names and registrations and applications for registration thereof, (c) all programs, programming materials, copyrights and registrations and applications for registration thereof, (d) mask works and registrations and applications for registration thereof, (e) computer software, data, and documentation, (f) trade secrets and confidential business information (including ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, market and other research information, drawings, specifications, designs, plans proposals, technical data, copyrightable works, financial, marketing, and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information), (g) other proprietary rights, and (h) copies and tangible embodiments thereof (in whatever form or medium).

"Knowledge" means actual knowledge after reasonable investigation.

<u>"Leases"</u> means those real estate leases to which Seller is a party governing buildings, offices and tower sites, as described in Section 2(i) of the Disclosure Schedule.

<u>"Liability"</u> means any liability (whether known or unknown, whether absolute or contingent, whether liquidated or unliquidated, and whether due or to become due), including any liability for Taxes.

<u>"Licenses"</u> means all FCC and other governmental licenses, franchises, approvals, certificates, authorizations and rights of the Seller with respect to the operations of Seller and all applications therefor, together with any renewals, extension or modifications thereof and additions thereto.

"Multi-employer Plan" has the meaning set forth in ERISA Sec. 3(37).

"Ordinary Course of Business" means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency).

"Owned Real Estate" means the real property owned by the Seller as described in Section 2(i) of the Disclosure Schedule and all buildings, fixtures, and improvements located thereon.

"Party" has the meaning set forth in the preface above.

"Permitted Real Estate Encumbrances" shall have the meaning set forth in Section 2(i), above.

"Prohibited Transaction" has the meaning set forth in ERISA Section 406 and Code Section 4975.

"Purchase Price" has the meaning set forth in Section 1(c) above.

<u>"Real Estate"</u> means the Owned Real Estate and the real estate, building, fixtures and improvements which are the subject of the Leases.

"Reportable Event" has the meaning set forth in ERISA Section 4043.

"Retained Assets" means (i) the corporate charter, qualifications to conduct business as a foreign corporation, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock transfer books, blank stock certificates, and other documents relating to the organization, maintenance, and existence of the Seller; (ii) any of the rights of the Seller under this Agreement (or under any side agreement between the Seller on the one hand and the Buyers on the other hand entered into on or after the date of this Agreement.

"Retained Liabilities" means the following obligations or Liabilities of the Seller: (i) any Liability relating to the ownership or operation of the Seller prior to the Closing; (ii) any Liability of the Seller for income taxes relating to the operation of Seller prior to the Closing; (iii) any Liability of the Seller specifically provided for in this Agreement for costs and expenses incurred in connection with this Agreement or the consummation of the transactions contemplated hereby (except as set forth in Section 4(i) relating to Surveys, title commitments and environmental audits and Section 4(b) with regard to the Assignment Applications); or (iv) any Liability or obligation of the Seller under this Agreement (or under any side agreement between the Seller on the one hand and the Buyers on the other hand entered into on or after the date of this Agreement).

<u>"Security Interest"</u> means any mortgage, pledge, security interest, encumbrance, charge, or other lien, other than (a) liens for Taxes not yet due and payable; and (b) liens arising under worker's compensation, unemployment insurance, social security, retirement, and similar legislation.

"Seller" has the meaning set forth in the preface above.

"Subsidiary," with respect to any person, means any corporation, partnership, joint venture, limited liability company, trust or estate of which (or in which) 50% or more of (i) the outstanding capital stock or other equity interest having voting power to eject a majority of the Board of Directors of such corporation or persons having a similar role as to an entity that is not a corporation, (ii) the interest in the profits of such partnership or joint venture, or (iii) the beneficial interest of such trust or estate are at such time directly or indirectly owned by such person or one or more of such person's Subsidiaries.

"Surveys" has the meaning set forth in Section 4(0) above.

"Tax" means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, .windfall profits, environmental (including taxes under Code Sec. 59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

<u>"Tax Return"</u> means any return, declaration; report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

## 9. Termination.

- a. <u>Termination of Agreement</u>. Certain of the Parties may terminate this Agreement as provided below:
- (i) the Buyer and the Seller may terminate this Agreement by mutual written consent at any time prior to the Closing;
- (ii) the Buyer may terminate this Agreement by giving written notice to the Seller at any time prior to the Closing in the event the Seller is in material breach of any representation, warranty, or covenant contained in 'this Agreement; provided, however, that if such breach is capable of being cured, such breach also remains uncured for thirty (30) days after notice of breach is received by the Seller from the Buyer; provided further that such period shall be extended for an additional sixty (60) days if Seller is pursuing cure;
- (iii) the Seller may terminate this Agreement by giving written notice to the Buyers at any time prior to the Closing in the event the Buyer is in material breach of any representation, warranty, or covenant contained in this Agreement; provided, however that if such breach is capable of being cured, such breach remains uncured for thirty (30) days after notice of breach is received by the Buyer from the Seller; provided further that such period

shall be extended for an additional sixty (60) days if Buyer is pursuing cure;

- (iv) the Buyer may terminate this Agreement by giving written notice to the Seller at any time prior to the Closing if the Closing shall not have occurred on or before the 720th day following the date of this Agreement by reason of the failure of any condition precedent under Section 5(a) hereof (unless the failure results primarily from the Buyer breaching any representation, warranty, or covenant contained in this Agreement);
- (v) the Seller may terminate this Agreement by giving written notice to the Buyers at any time prior to the Closing if the Closing shall not have occurred on or before the 720th day following the date of this Agreement by reason of the failure of any condition precedent under Section 5(b) hereof (unless the failure results primarily from the Seller itself breaching any representation, warranty, or covenant contained in this Agreement);
- (vi) the Buyer or the Seller may terminate this Agreement if any Assignment Application is denied by Final Order.
- b. <u>Effect of Termination</u>, If any Party terminates this Agreement pursuant to Section 9(a) above, all obligations of the Parties hereunder shall terminate without any Liability of any Party to any other Party (except for any Liability of any Party then in breach).

## 10. Miscellaneous.

- a. <u>Press Releases and Announcements.</u> No Party shall issue any press release or announcement relating to the subject matter of this Agreement prior to the Closing without the prior written approval of the other Party; provided, however, that any Party may make any public disclosure it believes in good faith is required by law or regulation (in which case the disclosing Party will advise the other Party prior to making the disclosure).
- b. <u>No Third Party Beneficiaries.</u> This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.
- C. Entire Agreement. This Agreement (including the documents referred to herein, the Letter of Intent of February 7, 2005, the Subordination Agreement of February 17, and 18, 2005, the Collateral Assignment of Lease of February 18, 2005, the Promissory Note of February 18, 2005, the Promissory Note of March 15, 2005, and the Promissory Note of April 15, 2005) constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, that may have related in any way to the subject matter hereof.
- d. <u>Succession and Assignment</u>. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. The Buyer may assign either this Agreement or any of its rights, interests, or obligations hereunder (i) without the prior approval of the Seller, if Buyers remain fully obligated hereunder despite such assignment, or (ii) with the prior written approval of the Seller (such approval not to be unreasonably withheld), if Buyer is released from their

obligations hereunder in connection with such assignment.

- e. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.
- f. <u>Headings</u>. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
- g. <u>Notices.</u> All notices, requests, demands, claims, and other communications hereunder will be in writing and shall be considered to be given and received in all respects when hand delivered, when delivered via prepaid express or courier delivery service, when sent by facsimile transmission actually received by the receiving equipment or three (3) days after deposited in the United States mail, certified mail, postage prepaid, return receipt requested, in each case addressed to the intended recipient as set forth below:

If to the Seller:
MOBEX Network Services, LLC

## Copy to:

(which copy shall not constitute notice to Seller) *If to the Buyers:* 

Maritime Communications/Land Mobile LLC

P. O. Box 1076 Columbus, MS 39703 ATT: Donald R. DePriest Phone (662)328-0504 Fax (662)327-5993

With a copy to:

GARY L. GEESLIN Attorney at Law P. O. Box 621 Columbus, MS 39703 Phone (662)327-5414 Fax (662)327-8211 Any Party may give any notice, request, demand, claim or other communication hereunder using any other means (including telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim or other communication shall be deemed to have been duly given unless and until it actually is received by the party for whom it is intended. Any party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other party notice in the manner herein set forth.

- h. <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Mississippi and the rules and policies of the FCC.
- i. <u>Amendments and Waivers.</u> No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Buyer and the Seller. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.
- j. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.
- k. Expenses. The Buyer and the Seller will each bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby, other than as set forth in Section 4(b) with regard to the Assignment Applications and as set forth in Section 4(j) with respect to Surveys, title commitments and environmental audits. The Seller and the Buyer will each pay one-half (1/2)of any transfer or sales taxes and other recording or similar fees necessary to vest ,title to each of the Acquired Assets in the Buyer.
- 1. <u>Construction</u>. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party. Any reference to any federal, state, local, or foreign statute

or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Nothing in the Disclosure Schedule shall be deemed adequate to disclose an exception to a representation or warranty made herein unless the Disclosure Schedule identifies the exception with reasonable particularity and describes the relevant facts in reasonable detail. The Parties intend that each representation, warranty, and covenant contained herein shall have independent significance.

- m. <u>Incorporation of Exhibits and Schedules</u>. The Exhibits and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.
- n. <u>Submission to Jurisdiction</u>. Each of the Parties submits to the jurisdiction of any state court sitting in Columbus, Mississippi, or any federal court sitting in Aberdeen, Mississippi, in any action or proceeding arising out of or relating to this Agreement, agrees that all claims in respect of the action or proceeding may be heard and determined in any such court, and agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other Party with respect thereto. Any Party may make service on the other Party by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 10(g) above. Nothing in this Section 10(n), however, shall affect the right of any Party to serve legal process in any other manner permitted by law. Each Party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law.
- o. <u>Nondisclosure</u>. Buyer and Seller acknowledge and confirm in connection with the negotiation of this Agreement, the execution hereof and during the period from the date hereof through the Closing Date, the Parties will have furnished to one another certain materials, information, data and other documentation ("Disclosures") concerning their business, financial condition and operations. which are proprietary and confidential. Each party acknowledges the party disclosing such Disclosures considers them secret and confidential and asserts a proprietary interest therein. Accordingly, Buyer and Seller covenant and agree that they shall maintain all Disclosures made by the other in strict confidence and shall not use such Disclosures for their own benefit or disclose them to third parties. Disclosures of the foregoing may be made only in the following cases:
- (i) as required by applicable law (including the need to file a copy of this Agreement with the FCC as part of the Assignment Applications) or the rules of any relevant stock exchange, by order or decree of a court or regulatory body having jurisdiction over such party, or in connection with such party's or its affiliate's enforcement of any rights it may have at law or equity;

- (ii) on a "need to know" basis to persons within such party's organization or outside of such party's organization such .as attorneys, accountants, bankers, financial advisers and other consultants who may be assisting such party in connection with the transactions contemplated hereby and who agree to be bound by the nondisclosure obligations of this paragraph:
  - (iii) as expressly required by this Agreement;
  - (iv) with the express prior written consent of the other party; or
- (v) after such information has become publicly available without breach of this Agreement.

Seller acknowledges that Buyer is a public company and may be required to disclose the transactions contemplated by this Agreement under the rules and regulations of the Securities and Exchange Commission. Notwithstanding anything contained in this Agreement to the contrary, the provisions of this Section shall survive the Closing. Seller and Buyer specifically acknowledge and agree that the remedy at law for any breach of the provisions of this Section will be inadequate and that each party, in addition to the other relief available to it, shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages in the event of any breach or threatened breach of the provisions of this Section by the other parties or such other parties' agents.

#### Field Code Changed

## ASSET PURCHASE AGREEMENT

This Agreement ("Agreement") is entered into as of the \_\_\_\_\_day of \_\_\_\_, 2005, by and between MOBEX Network Services, LLC, a Delaware limited liability company, ("Seller") and Maritime Communications/Land Mobile, LLC, a Delaware limited liability company, ("Buyer"). The Buyer and the Seller are referred to individually as the "Party" or collectively as the "Parties." Capitalized terms used in this Agreement are defined in Section 8 hereof.

Subject to the terms and conditions of this Agreement, the Buyer hereby agrees to purchase all of the assets of the Seller for cash.

Now, therefore, in consideration of the above premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants herein contained, the Parties agree as follows:

### 1. Basic Transaction.

- a. <u>Purchase and Sale of Assets.</u> On and subject to the terms and conditions of this Agreement, the Seller agrees to sell, transfer, convey and deliver to Buyer and Buyer agrees to purchase from the Seller, all of the Acquired Assets. Such sale shall take place at the Closing for the consideration specified below in this Section 1.
- b. <u>Purchase Price.</u> The Buyers agree to pay to the Seller, as consideration for the Acquired Assets, the purchase price (the "Purchase Price') described in Schedule A to this Agreement.
- c. <u>Closing</u>. The closing of the transactions contemplated by this Agreement (the "Closing") shall take place in person or via U.S. mail or reputable overnight courier, between the <u>twenty</u> fifth and <u>tentthirtieth</u> business day after the FCC approval of the Assignment Application becomes a <u>Final Order</u> (and subject to the termination provisions in Sections 9(a)(iv), <u>and</u> 9(a)(v), <u>and</u> 9(a)(vii) below), by which date all other conditions to the obligations of the Parties to consummate the transactions contemplated hereby will have been satisfied (the "Closing Date").
- d. <u>Deliveries at the Closing</u>. At the Closing, (i) the Seller will deliver to the Buyer the various certificates, instruments, and documents referred to in Section 5(a) below; (ii) the Buyer will deliver to the Seller the various certificates, instruments, and documents referred to in Section 5(b) below; (iii) the Seller will execute, acknowledge (if appropriate.), and deliver to the Buyer (A) assignments (including Lease and other Assumed Contract assignments and Intellectual Property transfer documents), bills of sale and warranty deeds per forms attached as Exhibits A-I and A-2, (B) such affidavits, transfer tax returns, memorandums of lease, and other additional documents as may be required by the terms of the title insurance commitments described in Section 4(1) hereof, as necessary to furnish title insurance as required by such section or as may be necessary

to convey title to the Real Estate to the Buyer in the condition required herein or provide public notice of existence of the Leases, and (C) such other instruments of sale, transfer, conveyance, and assignment as the Buyer and its counsel reasonably may request; (iv) the Buyer will execute, acknowledge (if appropriate), and deliver to the Seller (A) an assumption in the form attached hereto as Exhibit A-3 and (B) such other instruments of assumption as the Seller and its counsel reasonably may request; and (v) the Buyer will deliver to the Seller the consideration specified in Section 1(c) above.

## 2. Representations and Warranties of the Seller.

The Seller represents and warrants to the Buyer that the statements contained in this <u>Section 2</u> with respect to the Seller are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date, except as set forth in the Disclosure Schedule.

- a. <u>Organization of the Seller</u>. Seller is a limited liability company duly organized, validly existing, and in good standing under the laws of Delaware. Seller does not have any Subsidiaries. Seller has the power and authority to own or lease its properties and to carry on all business activities now conducted by it. The members of seller are listed in Section 2(a) of the Disclosure Schedule.
- b. <u>Authorization of Transaction</u>. Seller has full power and authority to execute and deliver this Agreement and all agreements and instruments to be executed and delivered by such Party pursuant to this Agreement (collectively, the "Ancillary Agreements") and to perform its obligations hereunder and thereunder. This Agreement and the Ancillary Agreements constitute the valid and legally binding obligation of the Seller enforceable in accordance with their respective terms and conditions.
- c. Noncontravention. Neither the execution and the delivery of this Agreement or the Ancillary Agreements, nor the consummation of the transactions contemplated hereby and thereby (including the assignments and assumptions referred to in Section 1(d) above), will (i) violate any statute, regulation, rule, judgment, order, decree, stipulation, injunction, charge, or other restriction of any government, governmental agency, or court to which the Seller is subject or any provision of the Certificate of Formation or bylaws of the Seller; or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice or third party consent (that Seller does not attempt to obtain as described below) under any contract, lease, sublease, license, sub-license, franchise, permit, indenture, agreement or mortgage for borrowed money, instrument of indebtedness, Security Interest, or other agreement, arrangement to which the Seller is a party or by which it is bound or to which any of its assets is subject (or result in the imposition of any Security Interest upon any of its assets). Other than with respect to the Assignment Applications described in Section 4(b), the Seller does not need to give any notice to, make any filing with, or obtain any Licenses, consent, or approval of any court or government or governmental agency in order for the Parties to

enter into this agreement or the Ancillary Agreements or to consummate the transactions contemplated by this Agreement or the Ancillary Agreements.

- d. <u>Title to Acquired Assets.</u> Other than the Security Interests set forth on Section 2(d) of the Disclosure Schedule (which shall be released at or before the Closing) the Seller has good and marketable title to all of the Acquired Assets, free and clear of any Security Interest or restriction on transfer.
- e. <u>Financial Statements</u>. Included in Section 2(e) of the Disclosure Schedule are the following financial statements (collectively the "Financial Statements"): (i) unaudited balance sheets and statements of income, and cash flow as of and for the fiscal years ended December 31, 2002, December 31, 2003, and December 31, 2004 for the Seller; and (ii) unaudited balance sheets and statements of income, as of and for each month during 2004 and each month to date in 2005 for the Seller. The Financial Statements have been prepared in conformity with the Seller's normal accounting policies, practices and procedures applied on a consistent basis, throughout the periods covered thereby, are correct and complete to the best of Seller's knowledge, fairly present the financial condition of the Seller and the results of operation of Seller at the dates and for the periods indicated, and are consistent with the books and records of the Seller (which books and records are correct and complete). In all material respects, the Financial Statements accurately state the revenues of the Seller for the period indicated therein.
- f. Events Subsequent to January 1, 2005. Since January 1, 2005, except as set forth in Section 2(f) of the Disclosure Schedule, there has not been any material adverse change in the assets, liabilities, business, financial condition, operations, results of operations, or future prospects of the Seller. Without limiting the generality of the foregoing and with respect to the operation of the Seller since January 1, 2005:
- (i) other than this Agreement, Seller has not entered into any agreement, contract, lease, sublease, license, or sub-license (or series of related agreements, contracts, leases, subleases, licenses, and sub-licenses) outside the Ordinary Course of Business;
- (ii) Seller has not delayed or postponed (beyond its normal practice in the Ordinary Course of Business) the payment of accounts payable and other Liabilities, or, where Seller has delayed or postponed the payment of accounts payable and other Liabilities, Seller will pay any past due amounts at or prior to the Closing; {Gary, the Seller has been slow in paying certain non-critical accounts simply due to a lack of cash. We would eatch these up at or prior to the Closing out of the proceeds of this transaction};
- (iii) the Seller has not altered its credit and collection policies or its accounting policies;

- (iv) there has not been any other occurrence, event, incident, action, failure to act, or transaction outside the Ordinary Course of Business involving any of the Seller;
- (v) the Seller has not applied to the FCC for any modification of the FCC Licenses or failed to take any action necessary to preserve the FCC Licenses and has operated in compliance therewith and with all FCC rules and regulations;
- g. <u>Tax Matters.</u> The Seller has timely and properly filed all Tax Returns that it was required to file with respect to the Seller's operations. All such Tax Returns were correct and complete and properly reflect the tax liability of the Seller in all material respects. No Tax deficiencies have been proposed or assessed against the Seller. All Taxes owed by the Seller with respect to its operations (whether or not shown on any Tax Return) either have been paid or will be paid out of proceeds due to Seller at the Closing (Gary, the Seller will likely owe some annual property tax for its assets in Jeffersonville, Indiana, and related miscellaneous items which will all be paid out of proceeds at the Closing, if not earlier.}. T—The Seller has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, creditor, independent contractor, or other third party. No claim has ever been made by any authority in any jurisdiction where the Seller does not file Tax Returns that they are or may be subject to taxation by that jurisdiction.
- h. <u>Tangible Assets</u>. Section 2(h) of the Disclosure Schedule sets forth a listing of all tangible personal property used in conducting the operation and business of the Seller. The Seller owns or leases all tangible assets necessary for the conduct of its operations and business and all leased assets are specifically identified as such in Section 2(h) of the Disclosure Schedule.
- i. <u>Real Property.</u> Section 2(i) of the Disclosure Schedule lists and describes briefly all Owned Real Estate and real property leased to the Seller (including, without limitation, complete legal descriptions for all of the Real Estate). The Seller has delivered to the Buyers correct and complete copies of the Leases. With respect to the Real Estate:
- (i) the Seller has good and marketable title to all of the Owned Real Estate free and clear of all liens, charges, mortgages, security interests, easements, restrictions or other encumbrances of any nature whatsoever except real estate taxes for the year of Closing and municipal and zoning ordinances and recorded utility easements which do not impair the current use, occupancy or the marketability of title of the property and

which are disclosed in Section 2(i) of the Disclosure Schedule (collectively, the "Permitted Real Estate Encumbrances");

- (ii) the Leases are legal, valid, binding, enforceable, and in full force and effect;
- (iii) to Seller's Knowledge, no party to any Lease is in breach or default (or has repudiated any provision thereof), and no event has occurred which, with notice or lapse of time, would constitute a breach or default thereunder or permit termination, modification, or acceleration thereunder: or if such event has occurred. Seller will remedy such breach by making payment in full at or prior to the Closing:
  - (iv) there are no disputes or oral agreements in effect as to any Lease;
- (v) none of the Owned Real Estate and to the Seller's Knowledge, none of the properties subject to the Leases is subject to any lease option to purchase or rights of first refusal;
- (vi) except for Permitted Real Estate Encumbrances, there are no (i) actual or, to the Seller's Knowledge, proposed special assessments with respect to any of the Real Estate; (ii) pending or, to the Seller's Knowledge, threatened condemnation proceedings with respect to any of the Real Estate; (iii) to the Seller's Knowledge, structural or mechanical defects in any of the buildings or improvements located on the Real Estate; (iv) any pending or, to the Seller's Knowledge, threatened changes in any zoning laws or ordinances which may materially adversely affect any of the Real Estate or Seller's use thereof in the manner specified in the case of (i) through (iv) above;
- (vii) the Seller has not assigned, transferred, conveyed, mortgaged, deeded in trust, or encumbered any interest in the Leases or its rights thereunder;
- (viii) to the Seller's Knowledge, all facilities on the Real Estate have received all approvals of governmental authorities (including licenses, permits and zoning approvals) required in connection with the operation thereof and have been operated and maintained in all material respects in accordance with applicable laws, rules, and regulations; and
- j. <u>Contracts.</u> Section 2(j) of the Disclosure Schedule lists any written arrangement (or group of related written arrangements) either involving more than \$5,000 or not entered into in the Ordinary Course of Business. The Seller has made available to the Buyer for its inspection a correct and complete copy or original of each written arrangement listed in Section 2(j) of the Disclosure Schedule (as amended to date). With respect to each written arrangement so listed which constitutes an Assumed Contract: (A) the written arrangement is legal, valid, binding, enforceable, and in full force and effect;

and (B) Seller is not in breach or default, and no event has occurred pertaining to Seller and Seller has no knowledge of any event pertaining to any other party which with notice or lapse of time would constitute a breach or default or permit termination, modification, or acceleration, under the written arrangement. The Seller is not a party to any verbal contract, agreement, or other arrangement which, if reduced to written form, would be required to be listed in Section 2(j) of the Disclosure Schedule under the terms of this Section 2(j). Except for the Assumed Contracts, the Buyer shall not have any Liability or obligations for or in respect of any of the contracts set forth in Section 2(j) of the Disclosure Schedule or any other contracts or agreements of the Seller.

# <u>k. Federal Communications Commission Licenses and Compliance with Federal Communications Commission Requirements.</u>

- (i) All licenses, permits, authorizations, franchises, certificates of compliance, and consents of governmental bodies, including, without limitation, the FCC Licenses, used or useful in the operation of the Seller as it is now being operated are (A) in full force and effect, (B) unimpaired by any acts or omissions of the Seller or the Seller's employees or agents, (C) free and clear of any restrictions which might limit the full operation of the Seller, and (D) detailed in Section 2(k) of the Disclosure Schedule. With respect to the licenses, permits, authorizations, franchises, certificates of compliance and consents referenced in the preceding sentence, Section, 2(k) of the Disclosure Schedule also sets forth, without limitation, the date of the last renewal, the expiration date thereof, and any conditions or contingencies related thereto. Except as set forth in Section 2(k) of the Disclosure Schedule, no condition exists or event has occurred that permits, or after notice or lapse of time, or both, would permit, the revocation or termination of any such license, permit, consent, franchise, or authorization (other than pursuant to their express expiration date) or the imposition of any material restriction or limitation upon the operation of the Seller as now conducted. Except as set forth in Section 2(k) of the Disclosure Schedule, the Seller is not aware of any reason why the FCC licenses might not be renewed in the ordinary course or revoked.
- (ii) To Seller's Knowledge, the Seller's operations are in compliance with the FCC's policy on exposure to radio frequency radiation. To Seller's Knowledge, no renewal of any FCC License would constitute a major environmental action under the FCC's rules or policies. To Seller's Knowledge, access to the Seller's transmission facilities is restricted in accordance with the policies of the FCC.
- (iii) Except as set forth in Section 2(k) of the Disclosure Schedule (note: Warren Havens always complains), to the Seller's Knowledge, the Seller is not the subject of any FCC or other governmental investigation or any notice of violation or order, or any material complaint, objection, petition to deny, or opposition issued by or filed with the FCC or any other governmental authority in connection with the Seller's operation , and there are no proceedings (other than rule making proceedings of general applicability) before the FCC or any other governmental authority that could adversely affect .any of the FCC Licenses or the authorizations listed in Section 2(k) of the

### Disclosure Schedule.

- (iv) The Seller has filed with the FCC and all other governmental authorities having jurisdiction all material reports, applications, documents, instruments, and other information required to be filed.
- l. Intellectual Property. The Seller owns or has the right to use pursuant to license, sub-license, agreement or permission all Intellectual Property necessary for the operation of the businesses of the Seller as presently conducted and as presently proposed to be conducted. Each item of Intellectual Property owned or used by the Seller immediately prior to the Closing hereunder is set forth on Section 2(1) of the Disclosure Schedule. To Seller's Knowledge, the Seller has not interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights of third parties, and the Seller has never received any charge, complaint, or notice alleging any such interference, infringement, misappropriation, or violation. To Seller's Knowledge, no third party has interfered with, infringed upon, misappropriated, or otherwise come into conflict with any Intellectual Property rights of the Seller.
- m. <u>Insurance.</u> Section 2(m) of the Disclosure Schedule sets forth a complete and accurate description of all Seller's insurance coverage. With respect to each such insurance policy, the policy is legal, valid, binding, and enforceable and in full force and effect.
- n. <u>Litigation</u>. Section 2(n) of the Disclosure Schedule sets forth each instance in which any Seller: (i) is subject to any unsatisfied judgment (Gordon Day), order, decree, stipulation, injunction, or charge; or (ii) is a party or, to the Knowledge of the Seller, is threatened to be made a party to any charge, complaint, action, suit, proceeding, hearing, or investigation of or in any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction or before any arbitrator. None of the charges, complaints, actions, suits, proceedings, hearings, and investigations set forth in Section 2(n) of the Disclosure Schedule could result in any material adverse change in the assets, Liabilities, business, financial condition, operations, results of operations, or future prospects of the Seller taken as a whole.
- o. <u>Employees</u>. Section 2(0) of the Disclosure Schedule sets forth a listing of the names, positions, job descriptions, salary or wage rates and all other forms of compensation paid for work of each employee. To the Knowledge of the Seller, no key employee or group of employees has any plans to terminate employment with the Seller. The Seller is not a party to or bound by any collective bargaining or similar agreement, nor has it experienced any strikes, grievances, claims of unfair labor practices or other collective bargaining disputes. The Seller has no Knowledge of any organizational effort presently being made or threatened by or on behalf of any labor union with respect to the employees of the Seller.

p. Employee Benefits. Section 2(P) of the Disclosure Schedule lists all Employee Benefit Plans that the Seller maintains or to which the Seller contributes or are required to contribute for the benefit of any current or former employee of the Seller and true and correct copies of each such Employee Benefit Plan have been delivered to the Buyers. To Seller's Knowledge, each Employee Benefit Plan (and each related trust or insurance contract) complies and at all times has complied in form and in operation in all material n:spects with the applicable requirements of ERISA and the Code. To Seller's Knowledge, the Seller does not have any commitment to create any additional Employee Benefit Plan or modify or change any existing Employee Benefit Plan that would materially affect any employee or terminated employee of the Seller. There are no pending or, to the Knowledge of the Seller, threatened claims under, by or on behalf of any of the Employee Benefit Plans, by any employee or beneficiary covered by any such Employee Benefit Plan, or otherwise involving any such Employee Benefit Plan (other than routine claims for benefits), nor have there been any Reportable Events or Prohibited Transactions with respect to any Employee Benefit Plan.

## q. Environment, Health, and Safety.

- (i) To Seller's Knowledge, , the Seller is, and at all times in the past has been, in compliance in all material respects with all Environmental Laws and all laws (including rules and regulations thereunder) of federal, state, and local governments (and all agencies thereof) concerning employee health and safety, and the Seller has no Liability under any Environmental Law or under the Occupational Safety and Health Act, as amended, or any other law (or rule or regulation thereunder) of any federal, state, local; or foreign. government (or agency thereof) concerning employee health and safety, or for any illness of or personal injury to any employee.
- (ii) To Seller's Knowledge, the Seller has obtained and at all times has been in compliance in all material respects with all of the terms and conditions of all permits, licenses, and other authorizations which are required under, and have complied with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules, and timetables which are contained in, all Environmental Laws or law of any federal, state, or local or foreign government relating to worker health and safety.
- (iii) To Seller's Knowledge, to the extent required by applicable law or regulation, all properties and equipment used by Seller and the Acquired Assets have been free of asbestos, PCB's, methylene chloride, trichloroethylene, 1, 2-transdichloroethylene, dioxins, dibenzofurans, and Extremely Hazardous Substances. To Seller's Knowledge, to the extent required by applicable law or regulation, except as provided in Section 2(q) of the Disclosure Schedule, no pollutant, contaminant, or chemical, industrial, hazardous, or toxic material or waste ever has been buried, stored, spilled, leaked, discharged, emitted, or released on any of the Real Estate. To Seller's Knowledge, no above ground or underground storage tanks have ever been located at, on or under the Real Estate {Gary, the Seller owns two parcels of land, both of which have

towers on them: Matamoros, Ohio and Harshaville, Pennsylvania. There are propane storage tanks at these sites, but our engineer Tim Smith believes these should not pose any problem. The Seller has delivered to the Buyers a complete copy of all environmental claims, reports, studies, compliance actions or the like of the Seller or which are available to the Seller with respect to any of the Real Estate or any of the Acquired Assets.

- r. <u>Legal Compliance</u>. To Seller's Knowledge, Seller has complied in all material respects with all laws (including rules and regulations thereunder) of federal, state, local and foreign governments (and all agencies thereof). The Seller has filed in a timely manner all reports, documents, and other materials it was required to file (and the information contained therein was correct and complete in all material respects) under all applicable laws.
- s. <u>Undisclosed Commitments or Liabilities</u>. To Seller's Knowledge, there are no material commitments, liabilities or obligations relating to Seller operations, whether accrued, absolute, contingent or otherwise including, without limitation, guaranties by the Seller of the liabilities of third parties, for which specific and adequate provisions have not been made on the Financial Statements except those incurred in or as a result of the Ordinary Course of Business since January 1, 2005.

### 3. Representations and Warranties of the Buyer.

Buyer represents and warrants to the Seller that the statements contained in this Section 3 are correct and complete as of the date of this Agreement and will be correct and complete as of the Closing Date except as set forth in the Disclosure Schedule.

- a. <u>Organization of the Buyer.</u> Buyer is a limited liability company duly organized, validly existing, and in good standing under the laws of Delaware.
- b. <u>Authorization of Transaction.</u> Buyer has full power and authority to execute and deliver this Agreement and the Ancillary Agreements and to perform its obligations hereunder and thereunder. This Agreement and the Ancillary Agreements constitute legally binding obligations of the Buyer, enforceable against the Buyer in accordance with their respective terms and conditions.
- c. <u>Noncontravention</u>. Neither the execution and the delivery of this Agreement or the Ancillary Agreements, nor the consummation of the transactions contemplated hereby and thereby (including the assignments and assumptions referred to in Section 1(d) above), will (i) violate any statute, regulation, rule, judgment, order, decree, stipulation, injunction, charge, or other restriction of any government, governmental agency, or court to which the Buyers are subject or any provision of their articles of organization or other charter documents, or (ii) conflict with, result in a breach of, constitute a default under, result in the acceleration of, create in any party the right to accelerate, terminate, modify, or cancel, or require any notice or third party consent under

any contract, lease, sublease, license, sub-license, franchise, permit, indenture, agreement or mortgage for borrowed money, instrument of indebtedness, Security Interest, or other arrangement to which the Buyer is a party or by which they are bound or to which any of their assets is subject. Other than the Assignment Applications described in Section 4(b), the Buyer does not need to give any notice to, make any filing with, or obtain any authorization, consent, or approval of any court or government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement or the Ancillary Agreements (including the assignments and assumptions referred to in Section 1 (d) above).

- d. <u>Brokers' Fees.</u> The Buyer has no Liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which the Seller could become liable or obligated.
- e. Financial Ability. Buyer has the financial resources to pay the Purchase Price and to meet its other financial obligations under the Agreement.

### 4. Pre-Closing Covenants.

The Parties agree as follows with respect to the period between the execution of this Agreement and the Closing:

- a. <u>General.</u> Each of the Parties will make all commercially reasonable efforts to take all action and to do all things necessary, proper, or advisable to consummate and make effective the transactions contemplated by this Agreement (including satisfying the closing conditions set forth in Section 5 below).
- b. Assignment Applications. Within five (5) business daysAt an agreed time (but in any event promptly of after the execution of this Agreement by Buyer) by Seller, the Seller and the Buyer shall jointly file with the FCC all applications necessary for approval of the assignment of the FCC Licenses (the "Assignment Applications"). The costs "of the FCC filing fees in connection with the Assignment Application shall be divided equally between the Seller and the Buyer. Each party shall pay its own attorneys' fees. The Seller and the Buyer shall thereafter prosecute the Assignment Applications with all reasonable diligence and otherwise use commercially reasonable efforts to obtain the grant of the Assignment Applications as expeditiously as practicable (but neither the Seller nor the Buyer shall have any obligation to satisfy the FCC by taking any steps which would have a material adverse effect upon Seller's operation or impose significant costs on such party). If the FCC imposes any condition on Assignor or Assignee to the Assignment Applications, such party shall use commercially reasonable efforts to comply with such condition, provided, that neither party shall be required hereunder to comply with any condition that would have a material adverse effect upon the Seller operation. The Seller and the Buyer shall jointly oppose any requests for reconsideration or judicial review of the FCC's approval of the Assignment

Applications and shall jointly request from the FCC extension of the consummation deadlines under the FCC's approval of the Assignment Applications if the Closing shall not have occurred by the deadline imposed by each FCC Consent. Nothing in this Section 4(b) shall be construed to limit Assignor's or Assignee's right to terminate this Agreement pursuant to Section 9 of this Agreement.

- c. Employment Offers. Upon two (2) business days notice to the Seller, and at mutually agreeable times, the Seller will permit the Buyer to meet with its employees prior to the Closing Date. The Buyer may, at its option, extend offers of employment to all or any of the Seller's employees effective on the Closing Date. From and after the execution of this Agreement, Seller shall use reasonable efforts to assist Buyer in retaining those employees of the Seller which the Buyer wishes to hire in connection with Seller operations by the Buyer subsequent to the Closing, and the Seller will not take any action to preclude or discourage any of the Seller's employees from accepting any offer of employment extended by the Buyer. Seller shall waive any non-compete obligations for those of its current employees whom are subsequently employed by Buyer.
- d. <u>Notices and Consents</u>. The Seller will give all <u>required</u> notices to third parties and shall have used reasonable efforts to obtain all <u>required</u> third party consents <u>and those consents</u> that Buyers reasonably may request as to contracts and other matters in the Disclosure Schedule. Each of the Parties will take any additional action that may be necessary, proper, or advisable in connection with any other notices to, filings with, and authorizations, consents, and approvals of governments, governmental agencies, and third parties, that it may be reasonably required to give, make, or obtain.
- e. <u>Contracts.</u> The Seller will not without prior written consent of the Buyer amend, change, or modify any of the contracts listed on Section 2(k) of the Disclosure Schedule in any material respect outside the Ordinary Course of Business. The Seller will not without prior written consent of the Buyer enter into any contract outside the Ordinary Course of Business which involves more than Twenty Five Thousand Dollars (\$25,000).
- f. <u>Preservation of Assets.</u> Seller will keep the Acquired Assets and properties substantially intact, including its present operations, physical facilities, working conditions, relationships with lessors, licensors, advertisers, suppliers, customers, and employees, all of the Confidential Information, and the FCC Licenses.
- g. <u>Full Access</u>. The Seller will permit representatives of the Buyer to have full access at all reasonable times, upon two (2) business days' notice, and in a manner so as not to interfere with the normal business operations of the Seller, to all premises, properties, books, records, contracts, Tax records, and documents of or pertaining to the Seller. The Seller will make reasonable efforts to inform Buyer management as to the operations, management and business of Seller, and will provide Buyer with updated information on station sales, as may be reasonably requested by Buyer.

- h. <u>Notice of Developments</u>. The Seller will give prompt written notice to the Buyer of any material development affecting business, operations or prospects of the Seller or the Acquired Assets or the ability of the Seller to perform hereunder. Each party will give prompt written notice to the other of any material development affecting the ability of the Parties to consummate the transactions contemplated by this Agreement.
- i. Exclusivity. The Seller will not (i) solicit, initiate, or encourage the submission of any proposal or offer from any person relating to any (A) merger or consolidation, (B) acquisition or purchase of securities or assets, or (C) similar transaction or business combination involving the Seller, or (ii) participate in any discussions or negotiations regarding, furnish any information with respect to, assist or participate in, or facilitate in any other manner any effort or attempt by any person to do or seek any of the foregoing. The Seller will notify the Buyer within five (5) days if any person makes any proposal, offer, inquiry, or contact with respect to any of the foregoing.
- j. Title Insurance. Surveys and Environmental Assessments. The Seller will obtain (i) with respect to each parcel of Owned Real Estate, an owner's policy of title insurance by a title insurer reasonably satisfactory to the Buyer, in an amount equal to the values of such Real Estate assigned per schedules attached hereto (including all improvements located thereon), insuring over the standard pre-printed exceptions and insuring title to the Owned Real Estate to be vested in the Buyer as of the Closing free and clear of all liens. and encumbrances except Permitted Real Estate Encumbrances, together with such endorsements for zoning, contiguity, public access and extended coverage as the Buyer reasonably requests, 5 (ii) a current survey of each parcel of Real Estate (Owned or Leased) certified to the Buyer, prepared by a licensed surveyor and conforming to current ALTA Minimum Detail Requirements for Land Title Surveys, disclosing the location of all improvements, easements, party walls, sidewalks, roadways, utility lines, and other matters shown customarily on such surveys, and showing access affirmatively to public streets and roads (the "Surveys') which shall not disclose any survey defect or encroachment from or onto any of the Real Estate which has not been cured or insured over prior to the Closing; and (iii) with respect to each parcel of Owned Real Estate, a current Phase I environmental site assessment from an environmental consultant or engineer reasonably satisfactory to the Buyer which does not indicate that the Seller and the Real Estate are not in compliance with any Environmental Law and which shall not disclose or recommend any action with respect to any condition to be mediated or investigated or any contamination on the site assessed. The Buyer and Seller shall split the costs of these title policies, Surveys, and environmental site assessments on a 50-50 basis. In no event shall Seller be obligated to Buyer to perform any remedial action which may be recommended, but Buyer shall have the right to terminate the Agreement under Section 9-below.

k. <u>Control of Business</u>. The transactions contemplated by this Agreement shall not be consummated until after the FCC has given its consent and approval to all of the Assignment Applications. by Final Order. Between the date of this Agreement and the

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Closing Date, the Buyer and its employees or agents shall not directly or indirectly control, supervise, or direct, or attempt to control, supervise, or direct, the operation of Seller, and such operation shall be the sole responsibility of and in the control of the Seller.

l. Risk of Loss. The risk of loss, damage, or destruction to any of the Acquired Assets shall remain with the Seller until the Closing, reasonable wear and tear excepted. In the event of any such loss, damage, or destruction the Seller will promptly notify the Buyer of all particulars thereof, stating the cause thereof (if known) and the extent to which the cost of restoration, replacement and repair of the Acquired Assets lost. damaged or destroyed will be reimbursed under any insurance policy with respect thereto. To the extent covered by insurance, the Seller will, at Seller's expense, repair or replace such Acquired Assets to their former condition as soon as possible after loss, damage or destruction thereof and shall use reasonable efforts to restore as promptly as possible transmissions as authorized in the FCC Licenses. As to damages not fully covered by insurance, Seller shall have no obligation to expend more than \$5,000.00 in the aggregate and may terminate this Agreement upon notice to Buyers if the unfunded cost of such repair work will be in excess of \$5,000.00 and if Buyer is unwilling to assume the cost of repair work in excess of \$5,000.00. If Buyer elects to assume the cost in excess of the \$5,000, the repairs shall proceed, the Seller shall bear the cost of such repairs up to \$5,000, and the Closing Date shall be extended (with FCC consent, if necessary) for up to ninety (90) days to permit such repair or replacement. If the parties reasonably determine that repair or replacement cannot be accomplished within ninety (90) days of the date of the Seller's notice to the Buyer and the Buyer determines that the Seller's failure to repair or replace would have a material adverse effect on the operation of the Station:

## (i) the Buyer may elect to terminate this Agreement; or

- (ii) the Buyer or Seller may postpone the Closing Date until such time as the property has been repaired, replaced or restored in a manner and to an extent reasonably satisfactory to the Buyer, unless the same cannot be reasonably effected within ninety (90) days of the date of the Seller's notice to the Buyer, in which case either party may terminate this Agreement; or
- (iii) the Buyer may choose to accept the Acquired Assets in their "then" condition, together with the Seller's assignment to the Buyer of all rights under any insurance claims covering the loss, damage or destruction and payment over to the Buyer of any proceeds under any such insurance policies, previously received by the Seller with respect thereto plus an amount equal to the amount of any deductible or self insurance maintained by Seller on such Acquired Assets. In the event the Closing Date is postponed pursuant to this Section 4(1), the parties hereto will cooperate to extend the time during which this Agreement must be closed as specified in the consent of the FCC.

## 5. Conditions to Obligation to Close.

- a. <u>Conditions to Obligation of the Buyer.</u> The obligation of Buyer to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:
- (i) the representations and warranties set forth in Section 2 above shall be true and correct in all material respects at and as of the Closing Date as though made on and as of the Closing Date;
- (ii) the Seller shall have performed and complied with all of its covenants hereunder in all material respects through the Closing;
- (iii) the Seller shall have procured all of the third party consents specified in Section 4(d) above designated by Buyer as material within <u>sixtythirty</u> (630) days of the date of this Agreement and all of the title insurance commitments (and endorsements), Surveys and environmental site assessments deser described in Section 4(i) above;
- (iv) no action, suit, investigation, inquiry or other proceeding shall be pending or threatened before any court or quasi-judicial or administrative agency of any federal, state, local, or foreign jurisdiction wherein an unfavorable judgment, order, decree, stipulation, injunction, or charge would (A) prevent consummation of any of the transactions contemplated by this Agreement or impose damages or penalties upon any of the parties if such transactions are consummated, (B) cause any of the transactions contemplated by this Agreement to be rescinded following consummation, or (C) materially and adversely affect the right of the Buyer to own, operate, or control the Acquired Assets (and no such judgment, order, decree, stipulation, injunction, or charge shall be in effect);
- (v) the Seller shall have delivered to the Buyer a certificate (without qualification as to knowledge or materiality or otherwise) to the effect that each of the conditions specified above in Sections 5(a)(i) through (iv) is satisfied in all respects and the statements contained in such certificate shall be deemed a warranty of the Seller which shall survive the Closing;
- (vi) the Buyer shall have received from counsel to the Seller an opinion or opinions with respect to the matters set forth in Exhibit C-l and C-2 attached hereto, addressed to the Buyer dated as of the Closing Date;
- (vii) the Parties shall have agreed to allocate the Purchase Price (and all other capitalizable costs) among the Acquired Assets for all purposes (including financial accounting and tax purposes) in accordance with an allocation schedule to be delivered at closing; and

- (viii) all actions to be taken by the Seller in connection with the consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby and not specifically described in this Agreement will be reasonably satisfactory in form and substance to the Buyer.
- (ix) the consummation of the transactions contemplated hereby are approved by the Board of Managers of Buyer and Buyer shall have completed its Due Diligence.
- b. <u>Conditions to Obligation of the Seller.</u> The obligation of the Seller to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction of the following conditions:
- (i) the representations and warranties set forth in Section 3 above shall be true and correct in all material respects at and as of the Closing Date as though made on and as of the Closing Date;
- (ii) the Buyer shall have performed and complied with all of its covenants hereunder in all material respects through the Closing;
- (iii) no action, suit, investigation, inquiry or other proceeding shall be pending or threatened before any court or quasi judicial or administrative agency of any federal, state, local, or foreign jurisdiction wherein an unfavorable judgment, order, decree, stipulation, injunction, or charge would (A) prevent consummation of any of the transactions contemplated by this Agreement or impose damages or penalties upon any of the Parties if such transactions are consummated, or (B) cause any of the transactions contemplated by this Agreement to be rescinded following consummation (and no such judgment, order, decree, stipulation, injunction, or charge shall be in effect);
- (iv) the Buyer shall have delivered to the Seller a certificate (without qualification as to knowledge or materiality or otherwise) to the effect that each of the conditions specified above in Section 5(b)(i)-(iii) is satisfied in all respects and the statements contained in such certificate shall be deemed a warranty of the Buyer which shall survive the Closing;
- (v) the Assignment Application shall have been approved by a Final Order of the FCC and the Seller shall have received all governmental approvals required to transfer all other authorizations, consents, and approvals of governments and governmental agencies set forth in the Disclosure Schedule;
- (vi) all actions to be taken by the Buyer in connection with the consummation of the transactions contemplated hereby and all certificates, opinions, instruments, and other documents required to effect the transactions contemplated hereby

will be reasonably satisfactory in form and substance to the Seller. 6. Post-Closing Covenants.

The Parties agree as follows with respect to the period following the Closing:

- a. <u>General.</u> In case at any time after the Closing any further action is necessary or desirable to carry out the purposes of this Agreement, each of the Parties will take such further action (including the execution and delivery of such further instruments and documents) as any other Party reasonably may request, all at the sole cost and expense of the requesting Party (unless the requesting Party is entitled to indemnification therefor under Section 7 below).
- b. <u>Litigation Support</u>. In the event and for so long as any Party actively is contesting or defending against any charge, complaint, action, suit, proceeding, hearing, investigation, claim, or demand in connection with (i) any transaction contemplated under this Agreement or (ii) any fact, situation, circumstance status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction on or prior to the Closing Date involving the Seller, the other Party will reasonably cooperate with the contesting or defending Party and its counsel in the contest or defense, make available his or its personnel, and provide such testimony and access to its books and records as shall be necessary in connection with the contest or defense, all at the sole cost and expense of the contesting or defending Party (unless the contesting or defending Party is entitled to indemnification therefor under Section 7 below); provided, however, that such access and cooperation shall not unreasonably disrupt the normal operations of the cooperating party.
- c. Adjustments. Operation of the Seller's business and the income and expenses attributable thereto up through the close of business on the day before the Closing Date shall be for the account of the Seller and thereafter for the account of the Buyer. Such items as employee salaries, vacation, sick day and personal time accruals, and fringe benefits, power and utilities charges, insurance, real and personal property taxes, prepaid expenses, deposits, and rents and payments pertaining to the Assumed Contracts shall be prorated between the Seller and the Buyer as of the Closing Date in accordance with the foregoing principle. In addition, all commissions payable with respect to the accounts receivable of the Seller (whether due before or after Closing) shall be solely for the account and responsibility of the Seller. Contractual arrangements that do not reflect an equal rate of compensation to Seller over the term of the agreement shall be equitably adjusted as of the Closing Date. The prorations and adjustments hereunder shall be made and paid insofar as feasible on the Closing Date, with a final settlement sixty (60) days after the Closing Date. In the event of any disputes between the Parties as to such

adjustments, the amounts not in dispute shall nonetheless be paid at such time and such disputes shall be determined by an independent accounting firm mutually acceptable to both parties and the fees and expenses of such accounting firm shall be paid one-half ( $\frac{1}{2}$ ) by the Seller and one-half ( $\frac{1}{2}$ ) by the Buyer.

d. <u>Consents.</u> In the event any of the Assumed Contracts are not assignable or any consent to such assignment is not obtained on or prior to the Closing Date, and the Buyer elects to consummate the transactions contemplated herein despite such failure or inability to obtain such consent, the Seller shall continue to use commercially reasonable efforts to obtain any such assignment or consent after the Closing Date. Until such time as such assignment or approval has been obtained, the Seller will cooperate with Buyer in any lawful and economically feasible arrangement to provide that the Buyer shall receive the Seller's interest in the benefits under any such Assumed Contract, including performance by the Seller as agent, if economically feasible; provided, however, that the Buyer shall undertake to pay or satisfy the corresponding liabilities for the enjoyment of such benefit to the extent that Buyer would have been responsible therefor if such consent or assignment had been obtained.

## 7. Remedies for Breaches of this Agreement.

a. <u>Survival</u>. All of the representations and warranties of the Seller contained in Section 2 of this Agreement (other than the representations and warranties of the Seller contained in Sections 2(a), 2(b), 2(c), and 2(d) hereof or relating to the Seller's title to the Acquired Assets) shall survive the Closing and continue in full force and effect for a period until 90 days after the applicable statute of limitations has expired with respect to any claim by the Buyer based on a claim or action by a third party and for a period of two (2) years following Closing with respect to any claim by the Buyer not based on a claim or action by a third party. All of the representations and warranties contained in Sections 2(a), 2(b), 2(c), and 2(d) hereof or relating to the Seller's title to the Acquired Assets and all of the covenants of the Buyer and the Seller contained in this Agreement shall survive the Closing and continue in full force for a period of three years thereafter.

b. <u>Indemnification Provisions for the Benefit of the Buyer.</u> Except as described below in <u>Section 7(e)</u> with respect to a breach of a warranty or covenant prior to the Closing Date, the Seller agrees to indemnify the Buyer from and against the entirety of any Adverse Consequences the Buyer may suffer resulting from, arising out of, relating to,

in the nature of, or caused by:

- (i) any material misrepresentation or breach of any of the Seller's representations or warranties, and covenants contained in this Agreement or in any Ancillary Agreement executed and/or delivered by the Seller (so long as the Buyer makes a written claim for indemnification within the applicable survival period):
- (ii) any material breach or nonfulfillment of any agreement or covenant of the Seller contained herein or in any Ancillary Agreement;
- (iii) any Liability of the Seller (with respect to the Acquired Assets) which is not an Assumed Liability; and/or
- (iv) any Liability of the Buyer under any bulk transfer law of any jurisdiction or under any common law doctrine of defacto merger or successor liability.
- c. <u>Indemnification Provisions for the Benefit of the Seller.</u> Except as described below in <u>Section 7(e)</u> with respect to a breach of a warranty or covenant prior to the Closing Date, the Buyer agrees to indemnify the Seller from and against the entirety of any Adverse Consequences the Seller may suffer resulting from, arising out of, relating to, in the nature of, or caused by (i) any misrepresentation or breach of any of the Buyer's representations or warranties contained in this Agreement or in any Ancillary Agreement executed and/or delivered by the Buyer (so long as the Seller makes a written claim for indemnification within the applicable survival period); (ii) any breach or nonfulfillment of any agreement or covenant of the Buyer contained herein or in any Ancillary Agreement; (iii) any Assumed Liability; or (iv) any Liability arising from the operation of Seller following the Closing Date.
- d. Specific Performance. Each of the Parties acknowledges and agrees that the Buyer would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the Parties agrees that the Buyer shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the Parties and the matter (subject to the provisions set forth in Section 10(n) below), in addition to any other remedy to which it may be entitled, at law or in equity. Each of the Parties acknowledges and agrees that money damages would not be an adequate remedy for Buyer for a breach of any provision of this Agreement.
  - e.. Matters Involving Third Parties. If any third party shall notify any Party

(the "Indemnified Party") with respect to any matter which may give rise to a claim for indemnification against any other Party (the "Indemnifying Party") under this Section 7, then the Indemnified Party shall notify the Indemnifying Party thereof promptly; provided. however, that no delay on the part of the Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnifying Party from any liability or obligation thereunder unless (and then solely to the extent) the Indemnifying Party thereby is damaged as a result of such failure. In the event any Indemnifying Party notifies the Indemnified Party within 15 days after the Indemnified Party has given notice of the matter that the Indemnifying Party is assuming the defense thereof, (i) the Indemnifying Party will defend the Indemnified Party against the matter with counsel of its choice reasonably satisfactory to the Indemnified Party, (ii) the Indemnified Party may retain separate co-counsel at its sole cost and expense (except that the Indemnifying Party will be responsible for the fees and expenses of the separate co-counsel to the extent the Indemnified Party reasonably concludes that the counsel the Indemnifying Party has selected has a conflict of interest), (iii) the Indemnified Party will not consent to the entry of any judgment or enter into any settlement with respect to the matter without the written consent of the Indemnifying Party (not to be withheld unreasonably), and (iv) the Indemnifying Party will not consent to the entry of any judgment with respect to the matter, or enter into any settlement which does not include a provision whereby the plaintiff or claimant in the matter releases the Indemnified Party from all Liability with respect thereto, without the written consent of the Indemnified Party (not to be withheld unreasonably). In the event the Indemnifying Party does not notify the Indemnified Party within 15 days after the Indemnified Party has given notice of the matter that the Indemnifying Party is assuming the defense thereof, however, and/or in the event the Indemnifying Party shall fail to defend such claim actively and in good faith, then the Indemnified Party may defend against, or enter into any settlement with respect to, the matter in any manner it reasonably may deem appropriate.

f. <u>Limitation on Indemnification</u>. Notwithstanding anything to the contrary in this Agreement, no Seller shall be liable to or be obligated to reimburse, indemnify or hold harmless Buyer until the Adverse Consequences experienced by Buyer and for which Buyer is entitled to receive indemnification under this Agreement exceeds Five Thousand Dollars (\$5000) (the "Threshold Amount"). The Seller shall be liable to and be obligated to indemnify the Buyer for all amounts in excess of the Threshold Amount. The limitation in this Section 7(g) shall in no event apply to indemnification owed to Buyer under Section 7(b)(iii) and (iv) above.

### 8. Definitions.

"Acquired Assets" means (except as limited by the Disclosure Schedule) all right, title, and interest in and to all of the assets of the Seller, other than Retained Assets, that are used or useful in the operation of Seller's business, wherever located, including but not limited to all of its (a) real property, leaseholds (whether held as Lessor or as Lessee) and other interests of any kind therein, improvements, fixtures, and fittings thereon (such as

towers and antennae), and easements, rights-of-way, and other appurtenances thereto; (b) tangible personal property (such as fixed assets, computers, data processing equipment, electrical devices, monitoring equipment, test equipment, switching and terminal equipment, transmitters, transformers, receivers, furnishings, and other supplies, vehicles) and all assignable warranties with respect thereto; (c) Intellectual Property, goodwill associated therewith, licenses and sub-licenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions; (d) rights under orders and agreements now existing or entered into in the Ordinary Course of Business; (e) Assumed Contracts, indentures, Security Interests, guaranties, other similar arrangements, and rights thereunder; (f) claims, deposits, prepayments, refunds, causes of action, choses in action, rights of recovery for periods after the Closing (including rights under policies of insurance), rights of set off, and rights of recoupment; (g) Licenses and similar rights obtained from governments and governmental agencies; and (h) Records and all other books, records, ledgers, logs, files, documents, correspondence, all other lists, plats, architectural plans, drawings, and specifications, creative materials, advertising and promotional materials, studies, reports, and other printed or written materials; and (i) goodwill of Seller.

"Adverse Consequences" means all charges, complaints, actions, suits, proceedings, hearings, investigations, claims, demands, judgments, orders, decrees, stipulations, injunctions, damages, dues, penalties, fines, costs, amounts paid in settlement; Liabilities, obligations, Taxes, liens, losses, expenses, and fees, including all attorneys' fees and court costs.

<u>"Affiliate"</u> means with reference to any person or entity, another person or entity controlled by, under the control of or under common control with that person or entity.

"Assignment Applications" has the meaning set forth in Section 4(b) above.

"Assumed Contracts" means the Leases and those contracts identified on Section 2(k) of the Disclosure Schedule as those to be assumed by Buyer.

<u>"Assumed Liabilities"</u> means (a) obligations of the Seller which accrue after the Closing Date under the Assumed Contracts either: (i) to furnish services, and other non-Cash benefits to another party after the Closing; or (ii) to pay for goods, services, and other non-Cash benefits that another party will furnish to it after the Closing, and (b) all other obligations or liabilities relating to the operation of Seller after the Closing. The Assumed Liabilities shall not include any Retained Liabilities.

<u>"Basis"</u> means any past or present fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act, or transaction that forms or could form the basis for any specified consequence.

"Buyer" has the meaning set forth in the preface above.

"Cash" means cash and cash equivalents determined in accordance with GAAP applied on a basis consistent with the preparation of the Financial Statements.

"Closing" has the meaning set forth in Section 1 (d) above.

"Closing Date" has the meaning set forth in Section 1(d) above.

"Code" means the Internal Revenue Code of 1986, as amended.

"Confidential Information" means any information concerning the businesses and affairs of the Seller.

"Employee Benefit Plan" means any (a) non-qualified deferred compensation or retirement plan or arrangement which is an Employee Pension Benefit Plan, (b) qualified defined contribution retirement plan or arrangement which is an Employee Pension Benefit Plan, (c) qualified defined benefit retirement plan or arrangement which is an Employee Pension Benefit Plan (including any Multi-employer Plan), or (d) Employee Welfare Benefit Plan or material. fringe benefit plan or program.

"Employee Pension Benefit Plan" has the meaning set forth in ERISA Sec. 3(2).

"Employee Welfare Benefit Plan" has the meaning set forth in ERISA Sec. 3(1).

"Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act of 1976, the Federal Water Pollution Control Act of 1972, the Clean Air Act of 1970, the Safe Drinking Water Act of 1974, the Toxic Substances Control Act of 1976, the Refuse Act of 1899, or the Emergency Planning and Community Right-to-Know Act of 1986 (each as amended), or any other law of any federal, state, local, or foreign government or agency thereof (including rules, regulations, codes, plans, judgments, orders, decrees, stipulations, injunctions, and charges thereunder) relating to public health and safety, or pollution or protection of the environment, including, without limitation, laws relating to emissions, discharges, releases, or threatened releases of pollutants, contaminants, or chemical, industrial, hazardous or toxic materials or wastes into ambient air, surface water, ground water, or lands or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, or chemical, industrial, hazardous, or toxic materials or wastes

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"Extremely Hazardous Substance" has the meaning set forth in Section 302 of the

Emergency Planning and Community Right-to-Know Act of 1986, as amended.

"FCC" means the Federal Communications Commission of the United States.

<u>"FCC Licenses"</u> means the licenses, permits and other authorizations, including any temporary waiver or special temporary authorization, issued by the FCC to the Seller in connection with the conduct of the business and operation of Seller's business.

<u>"Final Order"</u> means an action by the FCC as to which: (a) no request for stay by the FCC is pending, no such stay is in effect, and any deadline for filing a request for any such stay has passed; (b) no appeal, petition for rehearing or reconsideration, or application for review is pending before the FCC and the deadline for filing any such appeal, petition or application has passed; (c) the FCC has not initiated reconsideration or review on its own motion and the time in which such reconsideration or review is permitted has passed; and (d) no appeal to a court, or request for stay by a court, of the FCC's action is pending or in effect, and the deadline for filing any such appeal or request has passed.

"Financial Statements" has the meaning set forth in Section 2(e) above.

"GAAP" means United States generally accepted accounting principles as in effect from time to time.

"Indemnified Party" has the meaning set forth in Section 7(f) above.

"Indemnifying Party" has the meaning set forth in Section 7(f) above.

"Intellectual Property" means all (a) patents, patent applications, patent disclosures, and improvements thereto, (b) trademarks, service marks, trade dress, call letters, logos, trade names, and corporate names and registrations and applications for registration thereof, (c) all programs, programming materials, copyrights and registrations and applications for registration thereof, (d) mask works and registrations and applications for registration thereof, (e) computer software, data, and documentation, (f) trade secrets and confidential business information (including ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, market and other research information, drawings, specifications, designs, plans proposals, technical data, copyrightable works, financial, marketing, and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information), (g) other proprietary rights, and (h) copies and tangible embodiments thereof (in whatever form or medium). [Gary, the parent, Mobex Communications, Inc. owns the mark. O-ur understanding is that this would not be conveyed, that Buyer is choosing a new name)

"Knowledge" means actual knowledge after reasonable investigation.

<u>"Leases"</u> means those real estate leases to which Seller is a party governing buildings, offices and tower sites, as described in <u>Section 2(i)</u> of the Disclosure Schedule.

<u>"Liability"</u> means any liability (whether known or unknown, whether absolute or contingent, whether liquidated or unliquidated, and whether due or to become due), including any liability for Taxes.

"Licenses" means all FCC and other governmental licenses, franchises, approvals, certificates, authorizations and rights of the Seller with respect to the operations of Seller and all applications therefor, together with any renewals, extension or modifications thereof and additions thereto.

"Multi-employer Plan" has the meaning set forth in ERISA Sec. 3(37).

"Ordinary Course of Business" means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency).

"Owned Real Estate" means the real property owned by the Seller as described in Section 2(i) of the Disclosure Schedule and all buildings, fixtures, and improvements located thereon.

"Party" has the meaning set forth in the preface above.

"Permitted Real Estate Encumbrances" shall have the meaning set forth in Section 2(i), above.

<u>"Prohibited Transaction"</u> has the meaning set forth in ERISA Section 406 and Code Section 4975.

"Purchase Price" has the meaning set forth in Section 1(c) above.

<u>"Real Estate"</u> means the Owned Real Estate and the real estate, building, fixtures and improvements which are the subject of the Leases.

"Reportable Event" has the meaning set forth in ERISA Section 4043.

"Retained Assets" means (i) the corporate charter, qualifications to conduct business as a foreign corporation, arrangements with registered agents relating to foreign qualifications, taxpayer and other identification numbers, seals, minute books, stock

transfer books, blank stock certificates, and other documents relating to the organization, maintenance, and existence of the Seller; (ii) any of the rights of the Seller under this Agreement (or under any side agreement between the Seller on the one hand and the Buyer on the other hand) entered into on or after the date of this Agreement.

"Retained Liabilities" means the following obligations or Liabilities of the Seller: (i) any Liability relating to the ownership or operation of the Seller prior to the Closing; (ii) any Liability of the Seller for income taxes relating to the operation of Seller prior to the Closing; (iii) any Liability of the Seller specifically provided for in this Agreement for costs and expenses incurred in connection with this Agreement or the consummation of the transactions contemplated hereby (except as set forth in Section 4(i) relating to Surveys, title commitments and environmental audits and Section 4(b) with regard to the Assignment Applications); or (iv) any Liability or obligation of the Seller under this Agreement (or under any side agreement between the Seller on the one hand and the Buyers on the other hand entered into on or after the date of this Agreement).

"Security Interest" means any mortgage, pledge, security interest, encumbrance, charge, or other lien, other than (a) liens for Taxes not yet due and payable; and (b) liens arising under worker's compensation, unemployment insurance, social security, retirement, and similar legislation.

"Seller" has the meaning set forth in the preface above.

"Subsidiary." with respect to any person, means any corporation, partnership, joint venture, limited liability company, trust or estate of which (or in which) 50% or more of (i) the outstanding capital stock or other equity interest having voting power to eject a majority of the Board of Directors of such corporation or persons having a similar role as to an entity that is not a corporation, (ii) the interest in the profits of such partnership or joint venture, or (iii) the beneficial interest of such trust or estate are at such time directly or indirectly owned by such person or one or more of such person's Subsidiaries.

"Surveys" has the meaning set forth in Section 4(o) above.

<u>"Tax"</u> means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, .windfall profits, environmental (including taxes under Code Sec. 59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not.

<u>"Tax Return"</u> means any return, declaration; report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

#### 9. Termination.

- a. <u>Termination of Agreement</u>. Certain of the Parties may terminate this Agreement as provided below:
- (i) the Buyer and the Seller may terminate this Agreement by mutual written consent at any time prior to the Closing;
- (ii) the Buyer may terminate this Agreement by giving written notice to the Seller at any time prior to the Closing in the event the Seller is in material breach of any representation, warranty, or covenant contained in 'this Agreement; provided, however, that if such breach is capable of being cured, such breach also remains uncured for thirty (30) days after notice of breach is received by the Seller from the Buyer; provided further that such period shall be extended for an additional sixty (60) days if Seller is pursuing cure;
- (iii) the Seller may terminate this Agreement by giving written notice to the Buyers at any time prior to the Closing in the event the Buyer is in material breach of any representation, warranty, or covenant contained in this Agreement; provided, however that if such breach is capable of being cured, such breach remains uncured for thirty (30) days after notice of breach is received by the Buyer from the Seller; provided further that such period shall be extended for an additional sixty (60) days if Buyer is pursuing cure;
- (iv) the Buyer may terminate this Agreement by giving written notice to the Seller at any time prior to the Closing if the Closing shall not have occurred on or before the 365720th day following the date of this Agreement by reason of the failure of any condition precedent under Section 5(a) hereof (unless the failure results primarily from the Buyer breaching any representation, warranty, or covenant contained in this Agreement);
- (v) the Seller may terminate this Agreement by giving written notice to the Buyers at any time prior to the Closing if the Closing shall not have occurred on or before the 365720th day following the date of this Agreement by reason of the failure of any condition precedent under Section 5(b) hereof (unless the failure results primarily from the Seller itself breaching any representation, warranty, or covenant contained in this Agreement);
- (vi) the Buyer or the Seller may terminate this Agreement if any Assignment Application is denied by the FCC. Final Order.
- (vii) the Seller may terminate this Agreement if Closing has not occurred within 120 days of this Agreement, or Seller may, in its sole discretion, waive this termination provision.
- b. <u>Effect of Termination</u>, If any Party terminates this Agreement pursuant to Section 9(a) above, all obligations of the Parties hereunder shall terminate without any

Liability of any Party to any other Party (except for any Liability of any Party then in breach).

#### 10. Miscellaneous.

- a. <u>Press Releases and Announcements.</u> No Party shall issue any press release or announcement relating to the subject matter of this Agreement prior to the Closing without the prior written approval of the other Party; provided, however, that any Party may make any public disclosure it believes in good faith is required by law or regulation (in which case the disclosing Party will advise the other Party prior to making the disclosure).
- b. <u>No Third Party Beneficiaries.</u> This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.
- C. Entire Agreement. This Agreement (including the documents referred to herein, the Letter of Intent of February 7, 2005, the Subordination Agreement of February 17, and 18, 2005, the Collateral Assignment of Lease of February 18, 2005, the Promissory Note of February 18, 2005, the Promissory Note of April 15, 2005 constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, that may have related in any way to the subject matter hereof.
- d. <u>Succession and Assignment.</u> This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. The Buyer may assign either this Agreement or any of its rights, interests, or obligations hereunder (i) without the prior approval of the Seller, if Buyers remain fully obligated hereunder despite such assignment, or (ii) with the prior written approval of the Seller (such approval not to be unreasonably withheld), if Buyer is released from their obligations hereunder in connection with such assignment.
- e. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.
- f. <u>Headings</u>. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.
- g. <u>Notices.</u> All notices, requests, demands, claims, and other communications hereunder will be in writing and shall be considered to be given and received in all respects when hand delivered, when delivered via prepaid express or courier delivery service, when sent by facsimile transmission actually received by the receiving equipment or three (3) days after deposited in the United States mail, certified

mail, postage prepaid, return receipt requested, in each case addressed to the intended recipient as set forth below:

If to the Seller:

MOBEX Network Services, LLC
c/o John Reardon
714 South Overlook Drive
Alexandria, VA 22305
(703) 887-2109

	Copy to:
**************************************	Mobex Network Services, LLC
	c/o Tim Smith
	453 East Park Place
	Jeffersonville, IN 45317
	(812) 288-0476

(which copy shall not constitute notice to Seller) *If to the Buyers:* 

Maritime Communications/Land Mobile LLC

P. O. Box 1076 Columbus, MS 39703 ATT: Donald R. DePriest Phone (662)328-0504 Fax (662)327-5993

With a copy to:

GARY L. GEESLIN Attorney at Law P. O. Box 621 Columbus, MS 39703 Phone (662)327-5414 Fax (662)327-8211

Any Party may give any notice, request, demand, claim or other communication hereunder using any other means (including telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim or other communication shall be deemed to have been duly given unless and until it actually is received by the party for whom it is intended. Any party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other party notice in the manner herein set forth.

- h. <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Mississippi and the rules and policies of the FCC. <u>(Delaware?)</u>
- i. <u>Amendments and Waivers.</u> No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Buyer and the Seller. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.
- j. <u>Severability.</u> Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.
- k. Expenses. The Buyer and the Seller will each bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby, other than as set forth in Section 4(b) with regard to the Assignment Applications and as set forth in Section 4(j) with respect to Surveys, title commitments and environmental audits. The Seller and the Buyer will each pay one-half (1/2)of any transfer or sales taxes and other recording or similar fees necessary to vest ,title to each of the Acquired Assets in the Buyer.
- l. Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Nothing in the Disclosure Schedule shall be deemed adequate to disclose an exception to a representation or warranty made herein unless the Disclosure Schedule identifies the exception with reasonable particularity and describes the relevant facts in reasonable detail. The Parties intend that each representation, warranty, and covenant contained herein shall have

independent significance.

m. <u>Incorporation of Exhibits and Schedules</u>. The Exhibits and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

- n. <u>Submission to Jurisdiction</u>. Each of the Parties submits to the jurisdiction of any state court sitting in Columbus, Mississippi, or any federal court sitting in Aberdeen, Mississippi, in any action or proceeding arising out of or relating to this Agreement, agrees that all claims in respect of the action or proceeding may be heard and determined in any such court, and agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other Party with respect thereto. Any Party may make service on the other Party by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 10(g) above. Nothing in this Section 10(n), however, shall affect the right of any Party to serve legal process in any other manner permitted by law. Each Party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law. (Delaware?)
- o. <u>Nondisclosure</u>. Buyer and Seller acknowledge and confirm in connection with the negotiation of this Agreement, the execution hereof and during the period from the date hereof through the Closing Date, the Parties will have furnished to one another certain materials, information, data and other documentation ("Disclosures") concerning their business, financial condition and operations. which are proprietary and confidential. Each party acknowledges the party disclosing such Disclosures considers them secret and confidential and asserts a proprietary interest therein. Accordingly, Buyer and Seller covenant and agree that they shall maintain all Disclosures made by the other in strict confidence and shall not use such Disclosures for their own benefit or disclose them to third parties. Disclosures of the foregoing may be made only in the following cases:
- (i) as required by applicable law (including the need to file a copy of this Agreement with the FCC as part of the Assignment Applications) or the rules of any relevant stock exchange, by order or decree of a court or regulatory body having jurisdiction over such party, or in connection with such party's or its affiliate's enforcement of any rights it may have at law or equity;
- (ii) on a "need to know" basis to persons within such party's organization or outside of such party's organization such .as attorneys, accountants, bankers, financial advisers and other consultants who may be assisting such party in connection with the transactions contemplated hereby and who agree to be bound by the

nondisclosure obligations of this paragraph:

- (iii) as expressly required by this Agreement;
- (iv) with the express prior written consent of the other party; or
- (v) after such information has become publicly available without breach of this Agreement.

Seller acknowledges that Buyer is a public company and may be required to disclose the transactions contemplated by this Agreement under the rules and regulations of the Securities and Exchange Commission. Notwithstanding anything contained in this Agreement to the contrary, the provisions of this Section shall survive the Closing. Seller and Buyer specifically acknowledge and agree that the remedy at law for any breach of the provisions of this Section will be inadequate and that each party, in addition to the other relief available to it, shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages in the event of any breach or threatened breach of the provisions of this Section by the other parties or such other parties' agents.

### SCHEDULE A

Purchase Price. The Buyer agrees to pay to the Seller, as consideration for the Acquired Assets, the amount of Six Million Dollars (\$6,000,000.00) payable as follows:

	(a)	February 18, 2005 Advance	\$150,000.00
	(b)	March 15, 2005 Advance	\$150,000.00
	(c)	April 15, 2005 Advance	\$ 50,000.00
	(d)	May 1, 2005 Advance	\$150,000.00
	(e)	June 1, 2005 Advance	\$150,000.00
	(f)	July 1, 2005 Advance	\$150,000.00
	(g)	August 1, 2005 Advance	\$150,000.00
	(h)	September 1, 2005 Advance (if applicable)	\$150,000.00
	(i)	(October 1, 2005 Advance (if applicable)	\$150,000.00

<sup>(</sup>d) On the Closing Date, Buyer will pay to Seller, in cash by wire transfer of immediately available funds, an the amount equal toof: Six Five MMillion Dollars Six Hundred Fifty Thousand Dollars (\$65,000650,000.00) minus the Advance amounts paid through the date of Closing. For example, if Closing were to occur on April 25, 2005, Buyer would pay to Seller in cash at Closing Five Million Six Hundred and Fifty Thousand Dollars (\$5,650,000). , with adjustments as provided specifically in the Agreement.

## **DISCLOSURE SCHEDULE**

## Section 2(d) Security Interests

In order of preference: (to be updated prior to closing)

- 1. Maritime Communications/Land Mobile, LLC
- 2. Mobex Funding II, LLC (approx \$500,000 + accrued interest)
- 3. Ted Herrick (approx \$100,000 + accrued interest)
- 4. Chris Giuliano (approx \$200,000)
- 5. John Reardon (total of 5-8 approx \$92,000)
- 6. Scott Preston (see above)
- 7. David Predmore (see above)
- 8. Robert T. Smith (see above)
- 9. Midwest Tower Partners, LLC (have agreed to file this UCC to secure settlement against Mobex Communications \$24,000)
- 10. Potentially Mobex Communications, Inc, unsecured lien on the unlicensed assets for the \$2.3M loan /
- 11. Potentially Ericsson (approximately \$550, 000, but negotiating to lower this amount to \$400-450K)
- 12. Potentially Piper Rudnick (I'm not sure on this amount, but in the range of \$400K- \$500K for both Mobex Comm and the LLC should we grant a security preference).
- 13. Potentially Day Wireless (judgment lien approximately \$350,000 + statutorily allowed interest)

### DISCLOSURE SCHEDULE

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JCC FINANCING STATEMENT AMENDN  OLLOW INSTRUCTIONS (front and back) CAREFULLY  A. NAME & PHONE OF CONTACT AT FILER [optional]  David Predmore (202) 288-9656  B. SEND ACKNOWLEDGMENT TO: (Name and Address)			_AWARE DEPARTMEN <sup>*</sup> .C. FILING SECTION	T OF STATE
MOBEX 453 EAST PARK PLACE		AMENDM	IAL FILING NUM: 5000	67353
JEFFERSONVILLE, IN 47130	us	THE ABOVE	SPACE IS FOR FILING OFFI	CE USE ONLY
a. INITIAL FINANCING STATEMENT FILE # 50061896			1b. This FINANCING STA to be filed [for record] REAL ESTATE RECO	(or recorded) in the
TERMINATION: Effectiveness of the Financing Statement identified			the Secured Party authorizing this	Termination Statemen
CONTINUATION: Effectiveness of the Financing Statement identificantinued for the additional period provided by applicable law.	led above with respect to security int	erest(s) of the Sec	ured Party authorizing this Continu	uation Statement is
ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7  AMENDMENT (PARTY INFORMATION): This Amendment affects			e of assignor in item 9. ly <u>one</u> of these two boxes.	
Also check <u>one</u> of the following three boxes <u>and</u> provide appropriate informat	tion in items 6 and/or 7.			
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6b. INDIVIDUAL'S LAST NAME	FIRST NAME		MIDDLE NAME	SUFFIX
CHANGED (NEW) OR ADDED INFORMATION:				
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7b. INDIVIDUAL'S LAST NAME	FIRST NAME		MIDDLE NAME	SUFFIX
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OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX				
ADDITIONAL COLLATERAL DESCRIPTION							

ParkFLWRV374-805/30/201126-45-4480-04-40

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

David Predmon B. SEND ACKNOWLE MOBEX		656 Name and Address)		J.C.C. FILIN FILED NITIAL FILI	DEPARTMENT IG SECTION 03/30/2009 NG NUM: 50979 050260796	5 11:43 PM
<b>L</b>	ONVILLE,	IN 47130	US	SPACE IS FO	OR FILING OFFICE (	JSE ONLY
DEBTOR'S EXACT 1a. ORGANIZATION:	FULLLEGAL NAM	<mark>1E - insert only <u>one</u> debtor name (1a or 1b)</mark>	-do not abbreviate or combine names			
Mobex Netw	ork Services, l	LLC				
1b. INDIVIDUAL'S LAS	TNAME		FIRST NAME	MIDDLE	NAME	SUFFIX
 . MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNT
53 East Park Pl	ace		Jeffersonville	IN	47130	US
SEE INSTRUCTIONS	ORGANIZATION	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORG	ANIZATIONAL ID#, if an	
ADDITIONAL DERT	DEBTOR	Ltd Liability Compan	$\Box   \mathbf{DE} $ :btor name (2a or 2b) - do not abbreviate or comi			
2a. ORGANIZATION'S	NAME		part name (2d of 2b) - do not abbreviate of com	ome names		
2b. INDIVIDUAL'S LAS	TNAME		FIRST NAME	MIDDLE	NIANAT	<b></b>
			THO TO THE	WILDDEE	IVAIVIE	SUFFIX
MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTR
SEEINSTRUCTIONS	ADDU INTO DE	To 7000 00 00 00 00 00 00 00 00 00 00 00 0				
SEEINGTRUCTIONS	ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORG	ANIZATIONAL ID#, if any	′
SECURED PARTY		TOTAL ASSIGNEE of ASSIGNOR S/P)	- insert only <u>one</u> secured party name (3a or 3b)			
3a. ORGANIZATION'S	NAME		inscrionly one secured party harne (Sa di Sb)			
3b. INDIVIDUAL'S LAS	NAME		CIDOT VALUE			
Giuliano	TATALO		FIRST NAME Christopher	MIDDLE 1	NAME	SUFFIX
MAILING ADDRESS			CITY	G.	POSTAL CODE	COUNTR
		California Street Ste. 13	San Francisco	CA	94111	
walling address errill Lynch Ca his FINANCING STATEM I of the Debtor's I permits, inclu	ENT covers the follow s interest in th ding, without isfer of, or tra	ring collateral: ne spectrum, more partic limitation, the right to r ansfer of control over sug	CITY	CA  A" attache arising fro	94111 d, licenses, auth om or in connect	US orizatio
signment or trai						AKAE889

			NT ADDENDUM	Л				
	OLLOW INSTRUCTIO 9. NAME OF FIRST DE		AREFULLY RELATED FINANCING ST	TATEMENT	=			
	9a. ORGANIZATION'S		RELATED FINANCING S	I A I CIVIEN I				
_	Mobex Netwo	rk Services, LLO						
	9b. INDIVIDUAL'S LAS		FIRST NAME	MIDDLE NAME, SUFFI.	X			
1	0.MISCELLANEOUS:							
-					THE ABOVE	SPACE	IS FOR FILING OFF	ICE USE ONLY
11	1. ADDITIONAL DEBTO  11a. ORGANIZATION'S I	OR'S EXACT FULL LE	EGAL NAME - insert only <u>one</u>	name (11a or 11b) - do not abbre	viate or combine nam	es		
	TIA. ORGANIZATION ST	NAME						
OF	R 11b. INDIVIDUAL'S LAST	NAME		FIRST NAME		IMIDDI E	- 14.6 x 2m	
				1 TOT NAME		MIDDLE	: NAME	SUFFIX
110	c. MAILING ADDRESS			CITY		STATE	POSTAL CODE	COUNTRY
110	SEEINSTRUCTIONS	ORGANIZATION '	. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGAI	VIZATION	11g. OR	GANIZATIONAL ID#, if a	ny
12.	T ADDITIONAL SEC	DEBTOR   CURED PARTY'S o	TASSIGNOD SUBIS					NONE
12.	12a. ORGANIZATION'S N	IAME	I MASSIGNOR S/P'S	NAME - insert only one name	(12a or 12b)			
0.0								
OR	12b. INDIVIDUAL'S LAST	NAME		FIRST NAME		MIDDLE	NAME	SUFFIX
12c.	. MAILING ADDRESS			CITY		STATE	POSTAL CODE	COUNTRY
	This FINANCING STATEM		be cut or as-extracted	16. Additional collateral descrip	otion:			
	collateral, or is filed as a Description of real estate:	Tixture filing.		ValleyCAKAE889-4	4 <b>009/07/201</b> 43	<b>32-52-</b> 3	39116-24-54Palm	ıdaleCAKAE8
				CityMIKCE278-20	7/14/201345-2	3-5308	33-55-19Muskeg	onMIKPR531
				CityINKPB531-207				
				City II (IXI B331-207)	/14/201341-4(	J- / OU-4	io-21 Kenosna w j	IKPB531-307/
_								
	Name and address of a RE0 (if Debtor does not have a re		lescribed real estate					
·		<i>,</i>						
				17. Check only if applicable and	check <u>only</u> one box.			
				Debtor is a Trust or Tru		ect to pro	perty held in trust or	Decedent's Estate
				18. Check <u>only</u> if applicable and				Lotate
				Debtor is a TRANSMITTING (				
				Filed in connection with a Ma			•	
				Filed in connection with a Pu	blic-Finance Transact	ion — effe	ective 30 years	

UCC FINANCING STA		NDUM	
9. NAME OF FIRST DEBTOR (1a OR	1b) ON RELATED FINANCING S	STATEMENT	
9a. ORGANIZATION'S NAME			
Mobex Network Service	es, LLC		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX	
ADDITIONAL COLLATERAL DE	SCRIPTION		
		Ĺ	THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY
LouisMSWHG70312/10/20 CityLAWHG70612/10/2012 CityTXWHG70812/10/2012 ChristiTXWHG71012/10/20 OrleansLAWHG71212/10/20 RidgeMSWHG71412/10/20	12/10/201230-23-25086- 1230-26-42089-18-08M 129-50-56092-12-45Sab 229-28-01095-00-93Sar 01227-56-38097-07-54E 101229-56-42090-10-30 1232-28-47090-42-45G	-12-16MobileALWHG7021 Iorgan CityLAWHG70512/ Jine PassTXWHG70712/10/ IgentTXWHG70912/10/201 Baffin BayTXWHG71112/1 Bayou GoulaLAWHG7131 IreenvilleMSWHG71512/10	10/201227-17-30097-48-20New 2/10/201230-12-33091-08-44Oak 0/201233-18-33091-02-00CommerceMSWHG7161
FerryKYWHG73812/10/201	1237-26-57088-05-37Ur	terlooILWHG71912/10/201	1238-16-13090-14-41GraftonILWHG72012/10/201
StarKYWHG73912/10/2012	38_01_26086_20_01 Ros	11011	
MatamorasOHWHG74112/ BluffWIWHG74412/10/2012	30-01-20000-29-01Das	hanOHWHG74012/10/201	239-03-21081-49-53New
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BernNCWRV374-3605/30/201135-00-0276-59-30ClearwaterFLWRV374-3905/30/201127-53-3682-42-22HamdenFLWRV374-44

O'ConnorTXWHG75312/10/201228-33-09096-36-31 BrownsvilleTXWHG75412/10/201226-28-29097-36-40 Stokes CountyNCWHV733-111/08/200536-22-41080-22-15 Augusta GAWHV740-211/08/200533-26-15082-05-25 Ceasars HeadSCWHV843-111/08/200535-06-29082-37-02 Gastonia NCWHV843-511/08/200535-14-01081-16-36 Little

CharlesLAWHG75212/10/201230-00-54093-14-30Port

	UCC FINANCING STATEMENT ADDENDUM						
FOL	FOLLOW INSTRUCTIONS (front and back) CAREFULLY						
9. 1	9. NAME OF FIRST DEBTOR (1a OR 1b) ON RELATED FINANCING STATEMENT						
	9a. ORGANIZATION'S NAME						
OR	Mobex Network Services, LLC						
OIX	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX				
ADDITIONAL COLLATERAL DESCRIPTION							

ParkFLWRV374-805/30/201126-45-4480-04-40

FILING OFFICE COPY UCC FINANCING STATEMENT ADDENDUM

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

U.C. FINANCING STATEMENT AMENDMENT FOLION WISTRUCTIONS (Bott and basic power-put)  A NAME & PROMO OF CONTROL (1) A 1912 (spilloun)  DELAWARE DEPARTMENT OF STATE  U.C. FILING SECTION  HOBEX  ASSEND DONOLOGICAL SOMERT TO. (Inhance and Address)  IIITHAL FILING NUM: 500/87112  AMENDMENT NUMBER: 50667783  SRY NO.: 050179193  THE AROVE SPACE IS FOR FILING OFFICE USE ONLY  15. DIVIDLE SHAALONS STALLACHT FILE IF  15. THE REPORT OFFICE USE ONLY  15. DIVIDLE SHAALONS STALLACHT FILE IF  16. THE SHAALONS STALLACHT FILE IF  17. THE REPORT OFFICE USE ONLY  18. THE REPORT OFFICE USE ONLY  18. THE REPORT OFFICE USE ONLY  18. THE REPORT OFFICE USE ONLY  19. THE REPORT OFFI USE OFFI USE ONLY  19. THE REPORT OFFI USE OFFI					
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A. NAMES & PHONE OF CONTACT AT FILER (pitched) David Prevence (202) 2889-6566 B. SFIND ACKNOWLEDGMENT TO: (Name and Address)  MOBEX 453 EAST PARK PLACE  ASS EAST PARK PLACE  AMENDMENT NUMBER: 50067783 SRV NO.: 050179193  THE ABOVE SPACE IS FOR FLING OFFICE USE ONLY  THE ABOVE SPACE IS FOR FLING OF		NT			
B. SERID ACKNOWLEDGMENT TO. Dearwe and Address)    MOBEX   453 EAST PARK PLACE	A. NAME & PHONE OF CONTACT AT FILER [optional]		DELA		05.07475
MOBEX 453 EAST PARK PLACE    AMENDMENT NUMBER: 50687783   SRV NO.: 050179193   JEFFERSONVILLE, IN 47130 US   THE ABOVE SPACE IS FOR FILLING OFFICE USE ONLY   In INTIAL FILLING NUM: 50079112   AMENDMENT FILLER   THE ABOVE SPACE IS FOR FILLING OFFICE USE ONLY   In INTIAL FILLING NUM: 50079112   JEFFERSONVILLE, IN 47130 US   THE ABOVE SPACE IS FOR FILLING OFFICE USE ONLY   In INTIAL FILLING NUM: 50079113   JEFFERSONVILLE, IN 47130 US   THE ABOVE SPACE IS FOR FILLING OFFICE USE ONLY   In INTIAL FILLING OFFICE USE ONLY   In INTIAL FILLING OFFICE USE ONLY   In INTIAL FILLING NUM: 50079112   JEFFERSONVILLE, IN 47130 US   THE ABOVE SPACE IS FOR FILLING OFFICE USE ONLY   In INTIAL FILLING NUM: 50079112   JEFFERSONVILLE, IN 47130 US   THE ABOVE SPACE IS FOR FILLING OFFICE USE ONLY   In INTIAL FILLING NUM: 50079112   JEFFERSONVILLE, IN 47130 US   THE ABOVE SPACE IS FOR FILLING OFFICE USE ONLY   In INTIAL FILLING NUM: 50079112   AMENDMENT FILLING OFFICE USE ONLY   In INTIAL FILLING NUM: 50079112   AMENDMENT FILLING OFFICE USE ONLY   In INTIAL FILLING NUM: 50079112   AMENDMENT FILLING OFFICE USE ONLY   In INTIAL FILLING NUM: 50079112   AMENDMENT FILLING OFFICE USE ONLY   In INTIAL FILLING NUM: 50079112   AMENDMENT FILLING OFFICE USE ONLY   In INTIAL FILLING NUM: 50079112   AMENDMENT FILLING OFFICE USE ONLY   In INTIAL FILLING NUM: 50079112   AMENDMENT FILLING OFFICE USE ONLY   In INTIAL FILLING NUM: 50079112   AMENDMENT FILLING OFFICE USE ONLY   In INTIAL FILLING NUM: 50079112   AMENDMENT FILLING NUM: 50079112   AMENDMENT FILLING OFFICE USE ONLY   In INTIAL FILLING NUM: 50079112   AMENDMENT					OFSIAIE
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JEFFERSONVILLE, IN 47130 US   THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY	453 EAST PARK PLACE				. , 55
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY  15 NOTICE STATEMENT FILE #  50079112  10 The FRANCHING STATEMENT AMENDMENT is  50079112  11 The FRANCHING STATEMENT AMENDMENT is  50070112  12 MERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.  3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Termination Statement is  4. ASSIGNMENT (FIRETY INFORMATION): This Amendment affects  5. AMENDMENT (FIRETY INFORMATION): This Amendment affects  1. ASSIGNMENT (FIRETY INFORMATION): This Amendment affects  1. Deltor or  1. Secured Party of the conduction of the secured provide appropriate information in form 8 and/or 7.  2. CHANCE memodition affects of the Secured Party of record. Check only one of the Secured Party of Information in form 8 and/or 7.  3. CHANCE memodition affects of the Secured Party of Information in form 8 and/or 7.  4. ASSIGNMENT (FIRETY INFORMATION): This Amendment affects  5. AMENDMENT (FIRETY INFORMATION): This Amendment affects  1. Deltor or  1. CHANCE memodition affects of the Secured Party of Information in form 8 and/or 7.  3. CHANCE memodition affects of the Secured Party of Information in form 8 and/or 7.  4. CHANCE ON THE AMENDMENT (FIRETY INFORMATION)  5. AMENDMENT (FIRETY INFORMATION)  6. CHARCE INFORMATION (FIRETY INFORMATION)  7. CHANCE ON THE AMENDMENT (FIRETY INFORMATION)  7. CHANCE ON THE AMENDMENT (FIRETY INFORMATION)  7. DEGRAMIZATION AMENDMENT (FIRETY INFORMATION)  7. SEEINSTRUCTIONS OF AMENDMENT (FIRETY INFORMATION)  7. SEEINSTRUCTIONS  ADDITIONAL OF RECORD AUTHORIZING THIS AMENDMENT (Frame of assignor, if this is an Assignment. If this is an Amendment authorized by a Deleter which adds collaboral or adds the authorizing below, or if this is a Termination subnoticed by a Deleter, check new Jones of the Secured Party Information of the Secured Party Informati			SKV N	10.: 05017919	3
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY  15 NOTICE STATEMENT FILE #  50079112  10 The FRANCHING STATEMENT AMENDMENT is  50079112  11 The FRANCHING STATEMENT AMENDMENT is  50070112  12 MERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.  3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Termination Statement is  4. ASSIGNMENT (FIRETY INFORMATION): This Amendment affects  5. AMENDMENT (FIRETY INFORMATION): This Amendment affects  1. ASSIGNMENT (FIRETY INFORMATION): This Amendment affects  1. Deltor or  1. Secured Party of the conduction of the secured provide appropriate information in form 8 and/or 7.  2. CHANCE memodition affects of the Secured Party of record. Check only one of the Secured Party of Information in form 8 and/or 7.  3. CHANCE memodition affects of the Secured Party of Information in form 8 and/or 7.  4. ASSIGNMENT (FIRETY INFORMATION): This Amendment affects  5. AMENDMENT (FIRETY INFORMATION): This Amendment affects  1. Deltor or  1. CHANCE memodition affects of the Secured Party of Information in form 8 and/or 7.  3. CHANCE memodition affects of the Secured Party of Information in form 8 and/or 7.  4. CHANCE ON THE AMENDMENT (FIRETY INFORMATION)  5. AMENDMENT (FIRETY INFORMATION)  6. CHARCE INFORMATION (FIRETY INFORMATION)  7. CHANCE ON THE AMENDMENT (FIRETY INFORMATION)  7. CHANCE ON THE AMENDMENT (FIRETY INFORMATION)  7. DEGRAMIZATION AMENDMENT (FIRETY INFORMATION)  7. SEEINSTRUCTIONS OF AMENDMENT (FIRETY INFORMATION)  7. SEEINSTRUCTIONS  ADDITIONAL OF RECORD AUTHORIZING THIS AMENDMENT (Frame of assignor, if this is an Assignment. If this is an Amendment authorized by a Deleter which adds collaboral or adds the authorizing below, or if this is a Termination subnoticed by a Deleter, check new Jones of the Secured Party Information of the Secured Party Informati	JEFFERSONVILLE. IN 47130	IIS I			
500/TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party subtorities this Terminated Statement identified above with respect to security interest(s) of the Secured Party subtorities this Terminated Statement identified above with respect to security interest(s) of the Secured Party subtorities this Terminated Statement identified above with respect to security interest(s) of the Secured Party subtorities this Terminated Statement identified above with respect to security interest(s) of the Secured Party subtorities this Terminated Statement is continued for the additional period provided by applicable law.  4. ASSIGNMENT (first partials): Give name of sestipace of secured in term 7 and additional period appropriate information in first 6 and add 7.  5. AMENDMENT (FIRST PARTY INFORMATION): This Amendment affects Dates or 2 secured Party of record. Check only observe the books. Also check gas of the following three books gas provide appropriate information in first 6 and add 7.  6. CURRENT RECORD INFORMATION.  6. CURRENT RECORD INFORMATION.  6. CURRENT RECORD INFORMATION.  6. CURRENT RECORD INFORMATION.  7. CHANGED PREV) or ADDED INFORMATIO		03	THE ABOVE SP	ACE IS FOR FILING OFFIC	E USE ONLY
2.   TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Securidary authorizing the Termination Statement.  3.   CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Securidary authorizing this Continuation Statement is continued for the additional period provided by spillocities by a Continued for the additional period provided by spillocities by a Debtor which respect to security interest(s) of the Securidary Party authorizing this Continuation Statement is continued for the additional period provided by spillocities by a Debtor which additional period to the additional period provided by spillocities by a Debtor which additional period by a Debtor which security interest(s) of the Securidary Party authorizing this Continuation Statement is continued by the Securidary Party authorizing this Continuation Statement is continued by the Securidary Party authorizing this Continuation Statement is continued by the Securidary Party authorizing this Continuation Statement is continued by the Securidary Party authorizing this Continuation Statement is continued by the Securidary Party authorizing this Continuation Statement is continued by the Securidary Party authorizing this Continuation Statement is continued by the Securidary Party of Record Check only one of these two boxes.  4. AMENDMENT (PARTY INFORMATION)  5. AMENDMENT (PARTY INFORMATION)  6. CHANGE) INFORMATION OF ARME  6. CHANGED (NEW) OR ADDED INFORMATION  7. CHANGED (NEW) OR ADDED INFORMATION  7. AMENDMENT (COLLATERAL CHANGE): check only gins box.  6. DESCRIPTION STAME  7. DESCRIPTION OF ARME  8. AMENDMENT (COLLATERAL CHANGE): check only gins box.  7. Describe collateral   desired or   description				1b. This FINANCING STATE to be filed [for record] (d	EMENT AMENDMENT is
3.   CONTINUATION: Effectiveness of the Financing Statement is confined for the additional protected by applicable law.  4.   ASSIGNMENT (full or partial)   Give name of assignee in item 7s or 7b and address of assignee in item 7c, and also give name of assignee in item 9.  5. AMENDMENT (PARTY INFORMATION): This Amendment affects   Destor or   Secured Party of record. Check only gize of these two boxes.  Asso check age of the following the boxes alth provides appropriate information in items 9 actor).    Given   Continued   Con	2. TERMINATION: Effectiveness of the Financing Statement identified above	is terminated with respe	ect to security interest(s) of the	REAL ESTATE RECOR	DS.
5. AMENDMENT (PARTY INFORMATION): This Amendment affects \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	3.   CONTINUATION: Effectiveness of the Financing Statement identified about	ove with respect to sec	urity interest(s) of the Secured	Party authorizing this Continua	tion Statement is
5. AMENDMENT (PARTY INFORMATION): This Amendment affects \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and	address of assignee in	item 7c; and also give name of	assignor in item 9	
CHANCE name and/or address. Please refer to the detailed instructions   DELETE name: Give record name   DADDname: Complete item 7ac 7b, and also item 7c. Increased by a part of the detailed in item 6a or 6b.    6. CURRENT RECORD INFORMATION:   6a. ORGANIZATION S NAME   SUFFIX    7. CHANGED (NEW) OR ADDED INFORMATION   7a. ORGANIZATION'S NAME   SUFFIX    7. CHANGED (NEW) OR ADDED INFORMATION   7a. ORGANIZATION'S NAME   SUFFIX    7. CHANGED (NEW) OR ADDED INFORMATION   7a. ORGANIZATION'S NAME   SUFFIX    7. INDIVIDUAL'S LAST NAME   FIRST NAME   MIDDLE NAME   SUFFIX    7. INDIVIDUAL'S LAST NAME   FIRST NAME   MIDDLE NAME   SUFFIX    7. AMILING ADDRESS   CITY   STATE   POSTAL CODE   COUNTRY    7. INDIVIDUAL'S LAST NAME   FIRST NAME   SUFFIX    8. AMENDMENT (COLLATERAL CHANGE): check only one box.   Describe collateral   deleted or   added or give entire   restated collateral description, or describe collateral   assigned.	5. AMENDMENT (PARTY INFORMATION): This Amendment affects De	ebtor or Secured			
6. CURRENT RECORD INFORMATION:  [5a. ORGANIZATION'S NAME]  7b. INDIVIDUAL'S LAST NAME  FIRST NAME  FIR	CHANGE name and/or address: Please refer to the detailed instructions		Give record name	ADD name: Complete item?	Zaor 7h and also item 7o
OR 6b. INDIVIDUAL'S LAST NAME   FIRST NAME   MIDDLE NAME   SUFFIX  7. CHANGED INEW) OR ADDED INFORMATION  7a. ORGANIZATION'S NAME  OR 7b. INDIVIDUAL'S LAST NAME   FIRST NAME   MIDDLE NAME   SUFFIX  ORGANIZATION SUFFIX  ORGANIZATION   FIRST NAME   FIRST NAME   MIDDLE NAME   SUFFIX  ORGANIZATION   STATE   POSTAL CODE   COUNTRY  ORGANIZATION   ORGANIZA	6. CURRENT RECORD INFORMATION:	to be deleted in i	tem 6a or 6b.	also complete items 7e-7g (if	applicable).
FIRST NAME  7. CHANGED (NEW) OR ADDED INFORMATION  7a. ORGANIZATION'S NAME  OR  7b. INDIVIDUAL'S LAST NAME  FIRST NAME  FIRST NAME  FIRST NAME  FIRST NAME  MIDDLE NAME  SUFFIX  STATE POSTAL CODE  COUNTRY  7d. SEEINSTRUCTIONS  ADDLINFO RE ORGANIZATION DEBTOR  ORGANIZATION DEBTOR  8. AMENDMENT (COLLATERAL CHANGE): check only one box. Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.  9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.  9a. NORGANIZATION'S NAME  SUFFIX  15 JUNE 15	6a. ORGANIZATION'S NAME				
7a. ORGANIZATION'S NAME   FIRST NAME   FIRST NAME   MIDDLE NAME   SUFFIX     7b. INDIVIDUAL'S LAST NAME   FIRST NAME   MIDDLE NAME   SUFFIX     7c. MAILING ADDRESS   CITY   STATE   POSTAL CODE   COUNTRY     7d. SEE INSTRUCTIONS   ORGANIZATION   DEBTOR   7e. TYPE OF ORGANIZATION   ORGANIZATION   DEBTOR   ORGANIZATION   OR	OR 6b. INDIVIDUAL'S LAST NAME	FIRST NAME		MIDDLE NAME	SUFFIX
7a. ORGANIZATION'S NAME   FIRST NAME   FIRST NAME   MIDDLE NAME   SUFFIX     7b. INDIVIDUAL'S LAST NAME   FIRST NAME   MIDDLE NAME   SUFFIX     7c. MAILING ADDRESS   CITY   STATE   POSTAL CODE   COUNTRY     7d. SEE INSTRUCTIONS   ORGANIZATION   DEBTOR   7e. TYPE OF ORGANIZATION   ORGANIZATION   DEBTOR   ORGANIZATION   OR	7. CHANCED AIDAN OR ADDED INCODING				
76. MAILING ADDRESS  CITY  STATE  POSTAL CODE  COUNTRY  76. MAILING ADDRESS  CITY  STATE  POSTAL CODE  COUNTRY  76. SEE INSTRUCTIONS  ORGANIZATION  ORGANIZATION  ORGANIZATION  ORGANIZATION  ORGANIZATION  ORGANIZATION  ORGANIZATION  ORGANIZATION  Ty, JURISDICTION OF ORGANIZATION  79. ORGANIZATIONAL ID #, If any  NONE  8. AMENDMENT (COLLATERAL CHANGE): check only one box.  Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.  9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and organized authorizing this Amendment.  9a. ORGANIZATION'S NAME  Mobex Network Services, LLC  SIGNIBLE NAME  Mobex Network Services, LLC					
7c. MAILING ADDRESS  CITY  STATE POSTAL CODE  COUNTRY  7d. SEE INSTRUCTIONS  ADDIL INFO RE ORGANIZATION DEBTOR  8. AMENDMENT (COLLATERAL CHANGE): check only pine box.  Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.  9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.  9a. ORGANIZATIONS NAME  Mobex Network Services, LLC  15d SE NAME  15d SE NAME  15d STATE  17e. TYPE OF ORGANIZATION  7f. JURISDICTION OF ORGANIZATION  7g. ORGANIZATION 10 #, if any  17g. ORGANIZATION 10 #, if any  17g. ORGANIZATION 20 #, if this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.	OR 75 INDIVIDUAL'S LAST NAME	Trinor			
7d. SEEINSTRUCTIONS ADD'LINFO RE 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any DeBTOR  8. AMENDMENT (COLLATERAL CHANGE): check only one box. Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.  9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.  9a. ORGANIZATION'S NAME  (Dispyritual): In this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.	- State of the sta	FIRST NAME		MIDDLE NAME	SUFFIX
8. AMENDMENT (COLLATERAL CHANGE): check only one box.  Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.  3. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.  9a. ORGANIZATION S NAME  Mobex Network Services, LLC  9b. INDIVIDUAL'S LAST NAME	7c. MAILING ADDRESS	CITY		STATE POSTAL CODE	COUNTRY
8. AMENDMENT (COLLATERAL CHANGE): check only one box. Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.  9. NAME of SECURED PARTY of RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.  9a. ORGANIZATION'S NAME  Mobex Network Services, LLC  Bb. INDIVIDUAL'S LAST NAME	7d. SEE INSTRUCTIONS   ADD'L INFO RE   7e. TYPE OF ORGANIZATION	7f JURISDICTION C	E OPGANIZATION	7- ODCANIZATIONAL IS # 17	
Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.  Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.  Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.  Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.  Describe collateral assigned.  Describe collateral deleted or added assigned.  Describe collateral deleted or added assigned.  Describe collateral assigned.  Describe collateral assigned.	ORGANIZATION '	The outline portion of	ONGANIZATION	79. ORGANIZATIONAL ID #, II	
D. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.  9a. ORGANIZATION'S NAME  Mobex Network Services, LLC  9b. INDIVIDUAL'S LAST NAME					INONE
9a. ORGANIZATION'S NAME  Mobex Network Services, LLC  9b. INDIVIDUAL'S LAST NAME	Describe collateraldeleted oradded, or give entirerestated collatera	l description, or descri	be collateral assigned.		
9a. ORGANIZATION'S NAME  Mobex Network Services, LLC  9b. INDIVIDUAL'S LAST NAME					
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PR 96. INDIVIDUAL'S LAST NAME   FIRST NAME   SUFFIX	1				
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME		MIDDLE NAME	SUFFIX
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1a. ORGANIZATION'S NAME	EGAL NAME - insert only <u>one</u> debtor name (1a or 1	b) - do not abbreviate or combine names			
Mobex Network Se	ervices, LLC				
16. INDIVIDUAL'S LASTNAME		FIRST NAME	MIDDLE	NAME	SUFFIX
MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
53 East Park Place		Jeffersonville	IN	47130	US
OR	DD'L INFO RE 1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORG	ANIZATIONAL ID #, if any	,
	EXACT FULL LEGAL NAME - insert only one	debtor name (2a or 2b) - do not abbreviate or combin			П
2a. ORGANIZATION'S NAME	The section of the se	debion name (2a of 2b) - do not appreviate or combin	ne names		· · · · · · · · · · · · · · · · · · ·
2b. INDIVIDUAL'S LAST NAME					
25. INDIVIDUALS LAST NAME		FIRST NAME	MIDDLE	NAME	SUFFIX
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ECURED PARTY'S NAME	(or NAME of TOTAL ASSIGNEE of ASSIGNOR S/F	p) - insert only <u>one</u> secured party name (3a or 3b)			NC
	k custodian fbo Edward D. Heri	sial- ID A #			
3b. INDIVIDUAL'S LAST NAME	custodian no Edward D. Heri	FIRST NAME	MIDDLE	IAME	SUFFIX
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AILING ADDRESS	0.1	CITY	STATE	POSTAL CODE	COUNTRY
6 Commerce Street s FINANCING STATEMENT COV		Dallas	TX	75202	US

			IT ADDENDUN	Л					
	OLLOW INSTRUCTION D. NAME OF FIRST DEL		AREFULLY RELATED FINANCING ST	TATEMENIT		=			
Ī	9a. ORGANIZATION'S N	NAME	NELATED FINANCING 5	IAIEWENI					
_	Mobex Networ	k Services, LLC	1						
	9b. INDIVIDUAL'S LAST		FIRST NAME	MIE	ODLE NAME, SUFF	ix			
1	0.MISCELLANEOUS:								
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11	. ADDITIONAL DEBTO	R'S EXACT FULL LE	GAL NAME - insert only <u>one</u>	name (11a or	11b) - do not abbre	eviate or combine na	mes		
	TTA. ORGANIZATION'S N	IAME							
OF	11b. INDIVIDUAL'S LAST	NAME		I FIFT OF LIAM			••		
	TID. INDIVIDUAL 3 LAST	NAME		FIRST NAI	ME		MIDDLE	NAME	SUFFIX
110	. MAILING ADDRESS			OlD (					
	N WEING NOONLOG			CITY			STATE	POSTAL CODE	COUNTRY
110	d. <u>SEEINSTRUCTIONS</u> ADD'L INFO RE 11e. TYPE OF ORGANIZATION ORGANIZATION				DICTION OF ORGA	ANIZATION	11g. OR	GANIZATIONAL ID#, if	any
40	HARRIEN OF O	DEBTOR						NONE	
12.	12a. ORGANIZATION'S NA	URED PARTY'S of	ASSIGNOR S/P'S	NAME - ir	sert only <u>one</u> name	(12a or 12b)			
OR	12b. INDIVIDUAL'S LAST N	VAME		FIRST NAM	1E		MIDDLE	NAME	Tours
							WIDDLE	IVAIVIE	SUFFIX
12c.	MAILING ADDRESS			CITY			STATE	POSTAL CODE	COUNTRY
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13.	This FINANCING STATEME	ENT covers timber to	be cut or as-extracted	16. Additio	nal collateral descri	intion:			
	collateral, or is filed as a	fixture filing.	Li			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
14.	Description of real estate:	_		ValleyCAKAE889-4009/07/201432-52-39116-24-54PalmdaleCAKAE8					
				CityMl	IKCE278-20	7/14/201345-	23-5308	33-55-19Muskeg	gonMIKPB531
				CityINKPB531-207/14/201341-40-786-48-21KenoshaWIKPB531-307/					/IKPB531-307/
15. ١	Name and address of a REC if Debtor does not have a rec	ORD OWNER of above-d	escribed real estate						
(	" Peptor does not have a lec	cora interestj:							
				17. Check or	nly if applicable and	l check <u>only</u> one box			
				Debtor is a	Trust or Tr	ustee acting with re	spect to pro	perty held in trust or	Decedent's Estate
					At the base of the second second second second second second	check <u>only</u> one box			
				Debtor is	a TRANSMITTING	UTILITY			
				Filed in c	onnection with a M	anufactured-Home T	ransaction -	- effective 30 years	
				Filed in c	onnection with a Pi	ublic-Finance Transa	ction — effe	ective 30 years	

UCC FINANCING STA  FOLLOW INSTRUCTIONS (front and I		DUM	
9. NAME OF FIRST DEBTOR (1a OR 1b	ON RELATED FINANCING ST	ATEMENIT	
9a. ORGANIZATION'S NAME	,	WENEY!	
Mobex Network Services	LIC	1	
OR 9b. INDIVIDUAL'S LAST NAME	IFIRST NAME	IMIODI E MANGOLIERA	
S. INDIVIDUAL O BAST WANTE	FINSTIVAINE	MIDDLE NAME, SUFFIX	
ADDITIONAL COLLATERAL DESC	CRIPTION		
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		and to see a second	THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY
Waiton BeachFLWHG/0112 LouisMSWHG70312/10/2012 CityLAWHG70612/10/20122 CityTXWHG70812/10/20122	/10/201230-23-25086-1 230-26-42089-18-08Mo 9-50-56092-12-45Sabin 9-28-01095-00-93Sarge	2-16MobileALWHG70212/1 rgan CityLAWHG70512/10/ le PassTXWHG70712/10/20	341-53-5687-37-23RochesterNYKUF732-107/14 0/201230-30-01088-09-53Bay St. /201229-41-56091-03-18Intracoastal 1229-49-35094-13-47Texas
OrleansLAWHG71212/10/20 RidgeMSWHG71412/10/2012	.227-56-38097-07-54Ba 1229-56-42090-10-30Ba 232-28-47090-42-45Gre	entTXWHG70912/10/20122; ffin BayTXWHG71112/10/2 ayou GoulaLAWHG71312/1 eenvilleMSWHG71512/10/20	8-52-39095-39-35Corpus 201227-17-30097-48-20New 0/201230-12-33091-08-44Oak 01233-18-33091-02-00CommerceMSWHG7161
OrleansLAWHG71212/10/20 RidgeMSWHG71412/10/2012 KnobILWHG71812/10/20123 FerryKYWHG73812/10/2012	.227-56-38097-07-54Ba 1229-56-42090-10-30Ba .32-28-47090-42-45Gre 7-33-39089-21-14Wate 37-26-57088-05-37Unio	entTXWHG70912/10/201223 ffin BayTXWHG71112/10/2 ayou GoulaLAWHG71312/1 eenvilleMSWHG71512/10/20 rlooILWHG71912/10/20123	8-52-39095-39-35Corpus 201227-17-30097-48-20New 0/201230-12-33091-08-44Oak 01233-18-33091-02-00CommerceMSWHG7161 8-16-13090-14-41GraftonILWHG72012/10/201
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York NYWRV374-3305/30/201140-42-1874-00-49 Fajardo PRWRV374-3405/30/201118-18-2865-47-39 Rehobeth MAWRV374-350/201118-18-2865-47-39 Rehobeth MAWRV374-350/20118-18-2865-47-39 Rehobeth MAWRV374-350/20118-18-2860/20118-

MountainSCWHV843-611/08/200534-11-20081-24-16OrlandoFLWRV374-1205/30/201128-32-2281-22-43SeldenNYWRV374-1

O'ConnorTXWHG75312/10/201228-33-09096-36-31 BrownsvilleTXWHG75412/10/201226-28-29097-36-40 Stokes CountyNCWHV733-111/08/200536-22-41080-22-15 Augusta GAWHV740-211/08/200533-26-15082-05-25 Ceasars HeadSCWHV843-111/08/200535-06-29082-37-02 Gastonia NCWHV843-511/08/200535-14-01081-16-36 Little CountyNCWHV843-111/08/200535-06-29082-37-02 Gastonia NCWHV843-511/08/200535-14-01081-16-36 Little CountyNCWHV843-11/08/200535-06-29082-37-02 Gastonia NCWHV843-511/08/200535-06-29082-37-02 Gastonia NCWHV843-511/08/200535-06-29082-37-02 Gastonia NCWHV843-511/08/200535-06-29082-37-02 Gastonia NCWHV843-511/08/200535-06-29082-37-02 Gastonia NCWHV843-511/08/200535-06-29082-37-02 Gastonia NCWHV843-511/08/200535-06-29082-37-02 Gastonia NCWHV843-511/08/200535-06-29082-37-0908-29082-29

CharlesLAWHG75212/10/201230-00-54093-14-30Port

UC	UCC FINANCING STATEMENT ADDENDUM							
FOL	LOW INSTRUCTIONS (front and ba	ck) CAREFULLY						
9. 1	NAME OF FIRST DEBTOR (1a OR 1b)	ON RELATED FINANCING STA	ATEMENT					
	9a. ORGANIZATION'S NAME							
OR	Mobex Network Services,	LLC						
UK	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX					
ADI	ADDITIONAL COLLATERAL DESCRIPTION							

ParkFLWRV374-805/30/201126-45-4480-04-40

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Date-04/08/05 Ref# AP-04-03 Time-13:03:44 Page 1

AGED AS OF 04/08/05 INVOICES WITH DATES PAST AGING DATE ARE EXCLUDED

FOR VENDORS:ALL

A/P ACCOUNT: All

unnon	ara sen							
VENDOR		DOGUDUOM II			PAST DUE	PAST DUE	PAST DUE	
TRANS#	REFERENCE	DOCUMENT #	ORIG AMT	DUE DATE Current	1 - 30 Days	31 - 60 Days	Over 60 Days	STATUS
	9449 ALEXANDRIA, CIT	Y OF						
	3781201	2004	346 48	11/01/04			215.15	
	TOTALS		346.48	11,01,01			346.48	
		-	0.001.10				346.48	
9	9392 BAKER & DANIELS							
124739	MOBEX MSC	1162137	4,567.06	03/22/04			4,567.06	
124740	MOBEX	1162138	9,107.86	03/22/04			9,107.86	
VENDOR	TOTALS	•>	13,674.92				13,674.92	
	9486 BALDWIN ASSOCIAT	res c/o						
125005		4101	21,054.62	06/05/04			21,054.62	
125006	-	4103	22,740.16	08/09/04			22,740.16	
125007		4102	21,955.45				21,955.45	
	PD FROM LLC INV 4102		21,955.45-				21,955.45-	•
	PD FROM LLC 4101	4101	6,154.62-				6,154.62-	
	PD FROM LLC 4103	4103	2,740.16-	• •			2,740.16-	
	GARNISHMENT 3/21/05		10,604.84-		10,604.84-	•		
	GARNISHMENT 3/23/05		6,617.07-	03/23/05	6,617.07-			
VENDOR	TOTALS	>	17,678.09		17,221.91-		34,900.00	
g	472 BECKMAN LAWSON L	T.D						
124837		112628	852 00	06/30/04				
124840		112631		06/30/04			852.00	
124841		114499		07/31/04			672.50	
124874 (		114788		08/31/04			712.50	
124875 (	013173	83104		08/31/04			183.75	
124876 (	013173	114789	1,987.50	•			213.50	
124943 N	MOBEX	117119		10/31/04			1,987.50 280.71	
124944 N	MOBEX	117120	2,131.25				2,131.25	
124945 N	MOBEX	117121	332.50	•			332.50	
124946 M	MOBEX	117122	262.50	10/31/04			262.50	
VENDOR T	POTALS	•	7,628.71				7,628.71	
							,,,,,,,	
94	161 CROWE CHIZEK AND	CO. LLC						
124844 M	OBEX	72004	3,990.00	07/20/04			3,990.00	
VENDOR T	OTALS		3,990.00				3,990.00	
	93 CSC							
124877 7		A3830890	234.00				234.00	
124878 7		A3830895	1,872.00	• •			1,872.00	
124879 7		A3830893	234.00				234.00	
124880 7		A3830887	1,404.00				1,404.00	
124881 7		A3830892	234.00				234.00	
124882 7: 124883 7:		A3830891	936.00				936.00	
124883 7		7152252		12/01/03			234.00	
124885 7		A3830896 A3830897	468.00				468.00	
124886 7		A3830897	234.00 1,170.00				234.00	
124887 7:		A3830889		•			1,170.00	
	OTALS>		936.00 7,956.00	±2/V1/V3			936.00	
			7,230.00				7,956.00	

AGED AS OF 04/08/05 INVOICES WITH DATES PAST AGING DATE ARE EXCLUDED

FOR VENDORS:ALL A/P ACCOUNT: All

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VENDOR		DOGUNATUR #	0070 110	DIID DAME Guarant	PAST DUE	PAST DUE	PAST DUE	
IRANS#	REFERENCE	DOCUMENT #	ORIG AMI	DUE DATE Current	1 - 30 Days	31 - 60 Days	Over 60 Days	STATUS
	728 CT CORPORATIO	ON SYSTEM						
124805	1412396	1358689-RI	1,006.50	07/08/04			1,006.50	
124845	1412396	1400166-RI		07/26/04			424.50	
124888	MOBEX	2002531741-00		04/01/04			474.05	
124889	MOBEX	2002531742-00		05/01/04			416.10	
124890	MOBEX	2002531743-00		04/01/04			208.05	
124891	MOBEX	2002531744-00	208.05	04/01/04			208.05	
124892	MOBEX	2002531745-00	208.05	04/01/04			208.05	
124893	MOBEX	2002531746-00	208.05	04/01/04			208.05	
124894	MOBEX	2002531747-00	208.05	04/01/04			208.05	
124895	MOBEX	2002531748-00	208.05	04/01/04			208.05	
124896	MOBEX	2002531749-00	208.05	04/01/04			208.05	
VENDOR	TOTALS	>	3,777.50				3,777.50	
6	6731 DELOITTE & TO	UCHE LLP						
124846	MOBEX	9358543	6,235.00	08/16/04			1,235.00	
124933	MOBEX	9414332	8,950.00	10/18/04			8,950.00	
124979	Wire tx 3/3/05	wire	10,000.00-	03/03/05		10,000.00	<u>-</u>	
VENDOR	TOTALS	>	185.00			10,000.00-	10,185.00	
9	9474 DOCUMENT TECHI	NOLOGIES						
	MOBEX/12420	127456	4,044.18	05/28/04			4 044 50	
124872	•	140088		08/20/04			4,044.18	
124873	12420	140089		08/20/04			896.09	
124955	12420	150028	4,181.81	•			818.91	
124956	12420	150030	2,264.47				4,181.81	
124957	12420	154044		11/11/04			2,264.47 550.66	
124958	12420	140751		08/24/04			547.58	
VENDOR '	TOTALS	>	13,303.70				13,303.70	
_								
	477 ESQUIRE DEPOSI							
124824 1		47479EDA		08/29/04			597.50	
124850		47467EDA		08/29/04			942.50	
124897 1		47717EDA	1,170.15				1,170.15	
124929 M		48611EDA		10/16/04			767.50	
124934 N		47752EDA	1,766.55	09/12/04			1,766.55	
VENDOR 1	FOTALS	>	5,244.20				5,244.20	
93	881 FLORIDA DEPART	MENT OF REVENUE						
124972 1	1129089	2002A	50.00	11/12/04			50.00	
VENDOR T	TOTALS	>	50.00				50.00	
1	.73 FOLEY & FREEMAN	N CHARTERED						
124919 M		100704	5,916.76	10/17/04				
124937 M		60804	4,199.89				1,424.88	
124941 M		111004	13,613.19	• •			4,199.89	
124950 M		112904	3,276.08				13,613.19	
	OTALS		22,514.04	,,			3,276.08 22,514.04	
	65 HOOPER CORNELL							
124786 M	VDEA.	118597	113.74	04/30/04			113.74	

9467 ORRICK HERRINGTON & SUTCLIFFE

893337

32,395.25 01/10/04

22,395.25

124675 14482

VENDOR TOTALS ----->

AGED AS OF 04/08/05 INVOICES WITH DATES PAST AGING DATE ARE EXCLUDED

FOR VENDORS:ALL A/P ACCOUNT: All PAST DUE PAST DUE PAST DUE VENDOR NAME DOCUMENT # ORIG AMT DUE DATE Current TRANS# REFERENCE 1 - 30 Days 31 - 60 Days Over 60 Days STATUS 9465 HOOPER CORNELL PLLC (Continued) 124787 MOBEX 117792 124927 62620001 119963 1,794.00 02/29/04 1,794.00 615.00 09/30/04 615.00 VENDOR TOTALS -----> 2,522.74 2,522.74 3978 HUNTINGTON, COUNTY OF 124951 2030087100 2002 232.87 08/06/04 232.87 VENDOR TOTALS 232.87 232.87 9476 HURON CONSULTING GROUP 124928 01964-001 106066 24,123.16 08/18/04 24,123.16 VENDOR TOTALS -----> 24,123.16 24,123.16 9464 MAYS FOSTER & GUNTER LLP 598.00 09/30/04 598.00 VENDOR TOTALS ----> 598.00 598.00 9436 MCCAULEY NICOLAS & CO LLC 124899 40430 20154 4,675.00 09/15/04 4,675.00 VENDOR TOTALS -----> 4,675.00 4,675.00 273 MOTOROLA 124935 1036001501 41062413 75,904.49 11/10/04 75,904.49 VENDOR TOTALS ----> 75.904.49 75,904.49 9371 NEXSEN PRUET JACOBS & POLLARD 124743 MOBEX 53028110 21,559.64 04/14/04 15,559.64 124863 028979-00006 53054500 600.00 09/08/04 600.00 124900 MOBEX 53055998 1,286.90 09/14/04 1,286.90 124901 MOBEX 53058368 68.00 10/08/04 68.00 251.49 10/09/04 124902 MOBEX 53058778 251.49 124940 MOBEX 53065905 311.25 11/20/04 311.25 53065027 124942 MOBEX 269.60 11/12/04 269.60 127.50 12/08/04 124959 MOBEX 53068521 127.50 124973 MOBEX 53074772 48.75 01/21/05 48.75 124974 MOBEX 53074106 175.00 01/14/05 175.00 124975 MOBEX 53074105 2,082.40 01/14/05 2,082.40 VENDOR TOTALS -----> 20,780.53 20,780.53 9475 OGLETREE DEAKINS NASH 6,532.75 08/07/04 124808 MOBEX 310836 6,532.75 124952 MOBEX 324750 4,361.98 12/23/04 4,361.98 124953 MOBEX 319195 5,102.37 12/22/04 5,102.37 124954 MOBEX 326827 7,001.66 01/01/05 7,001.66 VENDOR TOTALS -----> 22,998,76 22,998.76

22,395.25

22.395.25

AGED AS OF 04/08/05 INVOICES WITH DATES PAST AGING DATE ARE EXCLUDED

FOR VENDORS:ALL A/P ACCOUNT: All

VENDOR NAME				PAST DUE	PAST DUE	PAST DUE	
TRANS# REFERENCE	DOCUMENT #	ORIG AMT	DUE DATE Current	1 - 30 Days	31 - 60 Days	Over 60 Days	STATUS
9469 PIPER RUDNICK							
124854 MOBEX	1535036	57,214.24	07/31/04			57,214.24	
124903 MOBEX	71504	49,134.50	07/15/04			49,134.50	
124938 MOBEX	1566545	3,640.00	10/28/04			3,640.00	
124939 MOBEX	1566544	44,027.05	10/28/04			44,027.05	
124947 MOBEX	1576490	18,887.80	11/22/04			18,887.80	
124948 MOBEX	1576489	59,829.56	11/22/04			59,829.56	
VENDOR TOTALS	>	232,733.15				232,733.15	
9470 POTTER ANDERSON	N & CORROON LLP						
124722 MOBEX	98738	5,736.65	03/25/04			4,236.65	
124795 MOBEX	1439	5.00	05/15/04			5.00	
VENDOR TOTALS	>	4,241.65				4,241.65	
9397 SHOOK HARDY & B	BACON LLP						
124718 MOBEX	992017	9,016.49	06/27/03			9,016.49	
124719 MOBEX	1105486	71.80	10/08/03			71.80	
124720 MOBEX	998527	4,342.99	08/06/03			4,342.99	
VENDOR TOTALS	->	13,431.28				13,431.28	
9359 STATE CORPORATION	ON COMMISSION						
124923 F147760-5	2004	1,870.00	08/05/04			1 070 00	
VENDOR TOTALS		1,870.00	00, 03, 04			1,870.00 1,870.00	
		·				1,0,0.00	
9485 VORYS SATER SEYN	MOUR AND						
124992 MOBEX	542789	836.46	01/19/05			836.46	
VENDOR TOTALS	->	836.46				836.46	
7790 WELLS FARGO							
124920 0193524683	9/04	169.45	10/08/04			169.45	
124921 0017648882	100804	432.47	10/08/04			432.47	
VENDOR TOTALS	->	601.92				601.92	
858 YOUNG, RICHARD	2/2/						
124861 MOBEX INC - JULY	7/04	5,451.00				5,451.00	
124862 MOBEX INC- AUG	8/04	2,125.00	09/10/04			2,125.00	
VENDOR TOTALS	·>	7,576.00				7,576.00	
REPORT TOTALS	>	531,869.90		17,221.91-	10,000.00-	559,091.81	
		,		2.,224.51	10,000.00-	333,031.81	

8,795 RECORDS READ 105 RECORDS PROCESSED

Mobex Network Services, LLC A/P AGED ANALYSIS REPORT

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FOR VENDORS:ALL A/P ACCOUNT: All

VENDOR NAME					PAST DUE	PAST DUE	PAST DUE	
TRANS# REFERENCE	DOCUMENT #	ORIG AMT	DUE DATE Cu	rrent 2003	1 - 30 Days	31 - 60 Days	Over 60 Days	STATUS
1666 A 1 TELECOM	ANSWERING SVC							
28527 MOBEX	2047	97 55	02/25/05					
28836 MOBEX	3043		03/26/05			97.55		
VENDOR TOTALS		135.60	· · · · · ·		38.05 38.05			
					30.03	97.33		
1428 AAT COMMUNIC								
23299 20039-BARTON CHAI		832.00	03/01/04				832.00	
23878 20039- BARTON CH		832.00	04/01/04				832.00	
24683 20039- BARTON CHA		832.00	06/01/04				832.00	
25677 20039- BARTON CHA		832.00	08/31/04				832.00	
26225 20039-BARTON CHAP	-		09/01/04				832.00	
26884 20039	745082	865.28	10/31/04				865.28	
27212 20039-BARTON CHAP			12/01/04				865.28	
27696 20039- BARTON CHA			12/31/04				865.28	
28147 20039-BARTON CHAP			01/31/05				865.28	
28565 20039	797191		03/03/05			865.28		
28613 20039	809755		03/31/05		865.28			
VENDOR TOTALS	>	9,351.68			865.28	865.28	7,621.12	
1704 ACCESS2GO INC								
28614 27101102004		1,015.00	03/01/05					
VENDOR TOTALS		1,015.00	03/01/05			1,015.00		
	•	1,013.00				1,015.00		
1647 ACCOUNTEMPS								
25824 01720003832000	11502260	1,602.00	07/20/04					
VENDOR TOTALS	>	1,602.00					1,602.00	
							1,602.00	
1713 ACE AIR CONDIT	TIONING CO							
28870 WATERCOM	71580	96.48	04/13/05	96.48				
28871 WATERCOM	71549	289.00	04/06/05		289.00			
VENDOR TOTALS	>	385.48		96.48	289.00			
40 ADT SECURITY S								
28148 01300116919222 VENDOR TOTALS	85565507	193.70	12/11/04				193.70	
VENDOR TOTALS	>	193.70					193.70	
53 ALLAMAKEE, COU	NTY OF							
27553 000001703400204	2004/05	363 00	11/01/04					
27555 000001703400204	2004/05A	363.00 363.00					363.00	
VENDOR TOTALS		726.00	11/01/04				363.00	
	•	720.00					726.00	
23 ALLIANT ENERGY								
28838 3020102071003	31005	69.98	03/10/05		69,98			
VENDOR TOTALS	>	69.98			69.98			
1400 NIIMET								
1408 ALLTEL 27847 3369830098	120904	43.00	12/22/2					
28149 3369830098	120904	43.99					43.99	
28839 6069323165	31005	46.33 (					46.33	
VENDOR TOTALS		104.44 (	13/10/02		104.44			
	•	194.76			104.44		90.32	

AGED AS OF 04/08/05

INVOICES WITH DATES PAST AGING DATE ARE EXCLUDED

FOR VENDORS:ALL A/P ACCOUNT: All VENDOR NAME PAST DUE PAST DUE PAST DUE TRANS# REFERENCE DOCUMENT # ORIG AMT DUE DATE Current 2003 1 - 30 Days 31 - 60 Days Over 60 Days STATUS 1562 ALTECH ELECTRONICS 28566 MOBE0001 050104-06 90.00 01/04/05 90.00 VENDOR TOTALS ----> 90.00 90.00 1024 AMERICAN TOWER CORPORATION 24904 VENICE SITE 7/04 684.13 06/18/04 684.13 7/04 24905 NEW IBERIA 663.31 06/18/04 663.31 25579 VENICE SITE 8/04 684.13 07/26/04 684.13 25580 NEW IBERIA 8/04 663.31 07/26/04 663.31 26108 VENICE SITE 9/04 684.13 08/27/04 684.13 26109 NEW IBERIA 9/04 663.31 08/27/04 663.31 26495 VENICE SITE 10/04 684.13 09/24/04 26496 NEW IBERIA 10/04 663.31 09/24/04 663.31 26997 VENICE SITE 11/04 684.13 11/02/04 684.13 26998 NEW IBERIA 11/04 663.31 11/02/04 663.31 27480 VENICE SITE 12/04 684.13 11/29/04 684.13 27481 NEW IBERIA 12/04 663.31 11/29/04 663.31 27910 VENICE SITE 684.13 12/27/04 1/05 684.13 27911 NEW IBERIA 1/05 663.31 12/27/04 663.31 28150 38918 174456 5,538.00 11/23/04 5,538.00 28151 38918 174455 4,570.00 11/23/04 4.570.00 28568 38918-NEW BRITAIN 134045 1,350.00 02/01/05 1,350.00 28666 VENICE SITE 3/05 684.13 03/01/05 684.13 28667 NEW IBERIA 3/05 663.31 03/01/05 663.31 28704 38918-NEW BRITAIN 138805 1,350.00 02/24/05 1.350.00 VENDOR TOTALS ----> 23,587,52 2,697.44 20,890.08 1023 APPLIED TECHNOLOGY GROUP INC 27490 MT ADELAIDE SITE 12/04 364.65 11/29/04 364.65 1/05 27921 MT ADELAIDE SITE 486.20 12/27/04 486.20 28447 MT ADELAIDE SITE 2/01 486.20 02/01/05 486.20 28637 MT ADELAIDE SITE 3/05 486.20 03/01/05 486.20 VENDOR TOTALS -----> 1,823.25 486.20 1.337.05 31 AT & T 27369 0304806687001 103104 131.81 10/31/04 131.81 27626 0301470327001 110304 202.79 11/03/04 202.79 27848 0304806687001 113004 131.89 11/30/04 131.89 27849 0301470327001 120304 204.38 12/03/04 204.38 28152 0304806687001 123104 133.18 12/31/04 133.18 28153 0301470327001 205.07 01/03/05 10305 205.07 VENDOR TOTALS -----> 1,009.12 1,009.12 1280 BASIC RESOURCES INC 27508 MT OSO 12/04 165.00 11/29/04 165.00 27939 MT OSO 1/05 165.00 12/27/04 165.00 28465 MT OSO 2/05 165.00 02/01/05 165.00 28653 MT OSO 3/05 165.00 03/01/05 165.00

660 00

1283 BAYOU AIR CONDITIONING &

VENDOR TOTALS ---->

495.00

165.00

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FOR VENDORS:ALL A/P ACCOUNT: All

VENDOR	NAME					PAST DUE	PAST DUE	PAST DUE	
TRANS#	REFERENCE	DOCUMENT #	ORIG AMT	DUE DATE	Current 2003	1 - 30 Days	31 - 60 Days	Over 60 Days	STATUS
	1283 BAYOU AIR COND	ITIONING &			(Continued)				
28837	WATERCOM	14713	169 42	03/23/05		160 (0			
	TOTALS		168.42	•		168.42			
			100.42			168.42			
	345 BEACON COMMUNIC	ATIONS LLC							
27917	NAVASSA TOWER RENT	1/05	870.00	12/27/04				870.00	
28443	NAVASSA TOWER RENT	2/01	870.00	02/01/05				870.00	
28634	NAVASSA TOWER RENT	3/05	870.00	03/01/05			870.00	3,0.00	
VENDOR	TOTALS	->	2,610.00				870.00	1,740.00	
								=,	
1	1561 BELL BOYD & LLO	YD LLC							
23301	115388	160014	1,663.08	02/17/04				1,663.08	
23653	115388	157927	3,046.30	12/19/03				3,046.30	
23654	115388	158955A	1,953.70	01/19/04				1,953.70	
VENDOR	TOTALS	->	6,663.08					6,663.08	
	29 BELL SOUTH								
	91279072021473166	111604	67.05	11/16/04				67.05	
	40764987554093142	110104		11/01/04				47.64	
	58188202436360455	110404		11/04/04				41.42	
	84372304579411894	110504		11/05/04				55.98	
	80393242347281894	111604A		11/16/04				127.73	
	90476634819110560	111904		11/19/04				52.81	
	91037111570011911	112004	45.50	11/20/04				45.50	
	40764987554093142	120104A	59.93	12/01/04				59.93	
	84372304579411894	120504A	57.24	12/05/04				57.24	
	56188202436360455	120404		12/04/04				53.74	
	91279072021473166	121604	67.25	12/16/04				67.25	
	30393242347281894	121604A	129.59	12/16/04				129.59	
	0258290623280480	30105	33.48	03/01/05			33.48		
VENDOR 1	COTALS	>	839.36				33.48	805.88	
15	20 BOND & PECARO								
26647 M		51304	2,252.59	05/12/04					
26648 M		41604		04/16/04				2,252.59	
	OTALS		2,295.28	04/10/04				42.69	
			2,295.26					2,295.28	
3:	26 BRAD RUSSO PRODUC	TIONS							
28705 M	OBEX	01-191	600.00	01/04/05					
VENDOR TO	OTALS	•	600.00	V2, V1, V3				600.00	
								600.00	
15	16 BROADCAST SERVICE	S INC							
28706 B	AL54- 100 LIGHT ST	3650	1,035.00	03/01/05			1,035.00		
VENDOR TO	OTALS>		1,035.00				1,035.00		
	50 BROWN, DENNIS C								
27704 MC		112804	1,940.00	12/28/04				1,440.00	
VENDOR TO	OTALS>		1,440.00					1,440.00	

1309 BUDGET JANITORIAL AND LAWN

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FOR VENDORS:ALL

A/P ACCOUNT: All

VENDOR NAME					PAST DUE	PAST DUE	PAST DUE	
TRANS# REFERENCE	DOCUMENT #	ORIG AMT	DUE DATE Curre	nt 2003				CTATIO
						or out	Over to bays	SIATUS
1309 BUDGET JAN	NITORIAL AND LAWN		(Co	ntinued)				
27306 MOBEX	4953	700.00	11/13/04				700.00	
27570 MOBEX	5064	700.00	12/14/04				700.00	
VENDOR TOTALS	>	1,400.00					1,400.00	
1593 BUSINESS F	RADIO PRODUCTS INC							
28474 FREDERICK MD	2/05	927.00	02/01/05				927.00	
28662 FREDERICK MD	3/05	927.00	03/01/05			927.00	22.144	
VENDOR TOTALS	>	1,854.00				927.00	927.00	
332 BUTTS, WEA	VERLY							
27799 WATERCOM	120904	1,250.00	12/09/04				1,250.00	
VENDOR TOTALS	>	1,250.00					1,250.00	
243 CALHOUN, C	OUNTY OF							
27546 57082	2004	1,967.10	11/01/04				_	
VENDOR TOTALS		1,967.10					1,967.10	
		.,					1,967.10	
	HIGH COST FUND A							
27843 REGIONET	11/2004	23.60	12/23/04				23.60	
VENDOR TOTALS	>	23.60					23.60	
84 CALIFORNIA	HIGH COST FUND B							
27842 REGIONET	11/2004	305.40	12/23/04				305.40	
VENDOR TOTALS	>	305.40					305.40	
1140 CALIFORNIA	PACIFIC CORP							
27926 LAX-WESTCHESTER		565.00	12/27/04					
28452 LAX-WESTCHESTER	CA 2/05	565.00					565.00	
28642 LAX-WESTCHESTER	CA 3/05	565.00	•			ECE 00	565.00	
VENDOR TOTALS	>	1,695.00	,,			565.00 565.00	1 130 00	
						303.00	1,130.00	
83 CALIFORNIA I								
27845 REGIONET	11/2004		12/23/04				41.65	
VENDOR TOTALS	>	41.65					41.65	
82 CALIFORNIA 1	FELECONNECT FUND							
27841 REGIONET	11/2004	22.21	12/23/04				22.21	
VENDOR TOTALS	>	22.21					22.21	
1155 CARPENTER, J	JOHN M							
27931 MICHIGAN CITY	1/05	600.00	12/27/04				_	
28457 MICHIGAN CITY	2/05	600.00					600.00	
28665 MICHIGAN CITY	3/	600.00	•			600.00	600.00	
VENDOR TOTALS	>	1,800.00				600.00	1,200.00	
1669 CASE TUCKER	COMMUNICATIONS							
28664 UPPER MARLBORO,		1,250.00 (	03/01/05			1,250.00		
VENDOR TOTALS	·	1,250.00	,			1,250.00		
						1,250.00		

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FOR VENDORS:ALL

A/P ACCOUNT: All

VENDOR	NAME					PAST DUE	PAST DUE	PAST DUE	
TRANS#	REFERENCE	DOCUMENT #	ORIG AMT	DUE DATE	Current 2003	1 - 30 Days	31 - 60 Days	Over 60 Days	STATUS
	1545 CCH INC								
26658	164484110	7670789	6.608.27	10/16/04				6,608.27	
VENDOR	TOTALS	>	6,608.27					6,608.27	
	1.632 . gap								
	1673 CCR 334721	334721-102004B	105.40	77/75/04					
	334721	334721-102004B 334721-112004A		11/16/04				105.40	
	334721	334721-112004A 334721-12005A		12/11/04 02/12/05				42.00	
	TOTALS		178.30	-			30.90 30.90		
							30.90	147.40	
	1625 CIBC WORLD MA								
	MOBEX	MOB18002-0501	32,191.15	01/21/05				32,191.15	
VENDOR	TOTALS	>	32,191.15					32,191.15	
	28 CINCINNATI BE	ELL							
28840	8593562552383	30505	133.72	03/05/05			133.72		
VENDOR	TOTALS	>	133.72				133.72		
	12 CINERGY								
28841	87602889015	31605	677 66	03/16/05		600.66			
	TOTALS		677.66	03/10/03		677.66 677.66			
						677.66			
	328 CINGULAR WIRE	LESS							
28842	01044000-001-01	30505	326.81	03/05/05			326.81		
VENDOR 1	TOTALS	>	326.81				326.81		
16	636 CITIZENS CONF	ERENCING							
28272	182867	20652564	179.24	01/30/05				179.24	
28533	182867	20662269	288.60	03/02/05			288.60	179.24	
28735 1	182867	20672959	17.96	03/30/05		17.96			
VENDOR 1	TOTALS	>	485.80			17.96	288.60	179.24	
14	106 CITY OF OAK PA	ADK TORACIOCO							
	9900002038	2004A	100 74	02/01/05					
	OTALS		108.74	02/01/03				108.74	
								108.74	
	32 CLACKAMAS COUN								
	71881346	2004-05	1,138.74	11/01/04				1,138.74	
VENDOR T	OTALS	>	1,138.74					1,138.74	
11	53 CLARK CONCRETE	INC							
27498 S	YRACUSE SITE	12/04	468.75	11/29/04				468.75	
27929 S	YRACUSE SITE	1/05	625.00	12/27/04				625.00	
28455 S	YRACUSE SITE	2/05	625.00	02/01/05				625.00	
28645 S	YRACUSE SITE	3/05	625.00	03/01/05			625.00		
VENDOR TO	OTALS	>	2,343.75				625.00	1,718.75	
13:	16 COLLECTOR OF R	EVENUE							
	0126574A	2004	223.47	10/06/04				202.45	
	OTALS		223.47	,,				223.47	
								223.47	

TEMPOR	MAND							
VENDOR		DOGENERUM #	ODIG NAM	DITT DATE (1)			PAST DUE	
I KAMS#	REFERENCE	DOCUMENT #	ORIG AMT	DUE DATE Current 2003	1 - 30 Days	31 - 60 Days	Over 60 Days	STATUS
	1037 COLLINS, RICH	ARD D						
	TIGER MT SITE	2/05	550.00	02/01/05			550.00	
	TIGER MT SITE	•		03/01/05		550.00	550.00	
	TOTALS	•	1,100.00	•		550.00		
			2,200.00			550.00	550.00	
	1588 COMMUNICATIONS	DIRECT						
27697	18759	73711	4,311.30	12/02/04			4,311.30	
VENDOR	TOTALS	>	4,311.30				4,311.30	
1	L603 CONNECTICUT, S	TATE OF						
	0492413-000		18.72	12/07/04			10.50	
	TOTALS		18.72	12,0.,0.			18.72	
							18.72	
1	.035 COOKS COMMUNIC	ATIONS						
27493	FRESNO-JOAQUIN MIC	RO 12/04	100.00	11/29/04			100,00	
27924	FRESNO-JOAQUIN MIC	RO 1/05	140.00	12/27/04			140.00	
28450	FRESNO-JOAQUIN MIC	RO 2/05	140.00	02/01/05			140.00	
28640	FRESNO-JOAQUIN MIC	RO 3/05	140.00	03/01/05		140.00		
VENDOR	TOTALS	>	520.00			140.00	380.00	
	168 COVERAGE PLUS A							
	NCR- MANGONIA PARK			11/09/04			960.26	
	NCR- MANGONIA PARK			12/08/04			960.26	
	NCR- MANGONIA PARK			01/06/05			960.26	
	NCR- MANGONIA PARK			02/08/05		960.26		
	NCR- MANGONIA PARK			03/10/05	960.26			
VENDOR	POTALS	>	4,801.30		960.26	960.26	2,880.78	
14	144 CRESCENT REAL E	STATE EQUITIES						
	DATRAN CENTER - MIA		759.39	02/01/05				
	DATRAN CENTER - MIA	•	759.39			750.00	759.39	
	OTALS	•	1,518.78	03,01,03		759.39 759.39	770 00	
			,			759.39	759.39	
10	91 CROWN CASTLE IN	TERNATIONAL						
24029 5	3885- PUERTO RICO	5/04	447.42	04/26/04			447.42	
	3885- PUERTO RICO	3054876	447.42	06/01/04			447.42	
25284 5		3074912	447.42	07/01/04			447.42	
	3885-PUERTO RICO	3180225	447.42	09/01/04			447.42	
	3885-PUERTO RICO	3159548	447.42	08/01/04			447.42	
	3885- PUERTO RICO	3215448		10/01/04			447.42	
	3885-PUERTO RICO	3298305		11/01/04			447.42	
	3885-PUERTO RICO	3340079	460.62				460.62	
	3885- PUERTO RICO	3383942	460.62				460.62	
	3885-PUERTO RICO	3416308	460.62				460.62	
	3885-PUERTO RICO	3445488	460.62			460.62		
	3885-PUERTO RICO OTALS	3483890	460.62	04/01/05	460.62	,		
THE NOTE TO			5,435.04		460.62	460.62	4,513.80	
166	88 CT CORPORATION							
27381 38	308018	1587308-RI	752.10	11/06/04			752.10	
28159 38	308018	1715697-RI	3,637.50	12/30/04			3,637.50	

				•	.,			
VENDOR	NAME				PAST DUE		PAST DUE	
TRANS#	REFERENCE	DOCUMENT #	ORIG AMT	DUE DATE Current 2003	1 - 30 Days	31 - 60 Days	Over 60 Days	STATUS
:	1668 CT CORPORATION	N		(Continued)	)			
28573	3808018	1719806-RI	152.00	01/03/05			152.00	
	TOTALS		4,541.60	02, 03, 03			152.00	
			•				4,541.60	
1	1020 CUNNINGHAM COM	MUNICATIONS INC						
28636	HOOPER AVE-BALTIMO	DR 3/05	1,215.51	03/01/05		1,215.51		
VENDOR	TOTALS	>	1,215.51			1,215.51		
	111 DALEY TOWER SV							
24745		16290	45,813.00	06/13/04			18,313.00	
VENDOR	TOTALS	>	18,313.00				18,313.00	
	49 DAY WIRELESS S	YS-DAY MANAGE.						
24666	5988- PROSPECT	521549	200.00	05/19/04			200.00	
	5988- GOAT MIN	521455	200.00	05/19/04			200.00	
	5988- KGON	521510	200.00	05/19/04			200.00	
	5988- BUCK MTN	521579	200.00	05/19/04			200.00	
24734		521629		05/19/04			200.00	
	5988- GOAT MTN	521745	200.00	06/18/04			200.00	
	5988- KGON	521812		06/18/04			200.00	
	5988- SKYLINE	521811		06/18/04			200.00	
	5988- PROSPECT	521850		06/18/04			200.00	
	5988- BUCK MTN	521883		06/18/04			200.00	
	5988-MT BALDY	521932		06/18/04			200.00	
	5988-MT BALDY	522355		07/20/04			200.00	
	5988-PROSPECT	522157		07/20/04			200.00	
	5988- GOAT MTN 5988-BUCK MTN	522035		07/20/04			200.00	
	5988- SKYLINE	522241 522099		07/20/04			200.00	
	988- KGON	522100		07/20/04			200.00	
	988-KGON	522780		07/20/04 09/22/04			200.00	
	988- GOAT/SKYLINE	522750		09/22/04			811.20	
	988- KGON	523056		10/19/04			600.00	
	988~ KGON	523460		11/22/04			811.20	
28625 5	988- KGON	523962		01/20/05			811.20	
28628 5		524345		02/18/05		011 20	811.20	
28629 5	988- GOAT/SKYLINE	523683	600.00			811.20	500.00	
28630 5	988- KGON	523716	811.20				600.00	
ENDOR TO	OTALS	<del>-</del> >	9,467.20			811.20	811.20 8,656.00	
							0,000.00	
	45 DAY WIRELESS SYS 147- LIVINGSTON	STEMS-CSI 81062	23.5 40	05/20/04				
	147- EIVINGSION 147- RAINIER HILL	81040	215.40				215.40	
	147- RAINIER HILL	81095	215.20				215.20	
	147- LIVINGSTON	81120	215.20				215.20	
	147-RAINIER HILL	81163	215.40 215.20				215.40	
	147- LIVINGSTON	91220	215.40				215.20	
	147- RAINIER HILL	81170	1,560.00				215.40	
	147- RAINIER HILL	81378	1,622.40				1,560.00	
	147-RAINIER HILL	81573	1,622.40				1,622.40 1,622.40	
			,	. – - •			4,062.40	

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AGED AS OF 04/08/05 INVOICES WITH DATES PAST AGING DATE ARE EXCLUDED

FOR VENDORS:ALL

A/P ACCOUNT: All

	WARD.							
VENDOR					PAST DUE	PAST DUE	PAST DUE	
TRANS#	REFERENCE	DOCUMENT #	ORIG AMI	DUE DATE Current 2003	1 - 30 Days	31 - 60 Days	Over 60 Days	STATUS
	45 DAY WIRELESS SY	YSTEMS-CSI		(Continued)				
VENDOR	TOTALS	·->	6,096.60				6,096.60	
	42 034 0707 044							
25.522	43 DAY WIRELESS SY		222 42	44/44				
	754-MT CONSTITUTION			06/23/04			200.00	
VENDOR	TOTALS	*>	200.00				200.00	
	44 DAY WIRELESS SY	STEMS-MRE						
24119	2530- JOAQUIN/FRESN	0 123483	100.00	04/20/04			100.00	
24121	2530- LOMA PRIETA	123459	200.00	04/20/04			200.00	
24202	2530- MT DIABLO	123461	200.00	04/20/04			200.00	
24670	2530- JOAQUIN FRESN	0 123677	100.00	05/19/04			100.00	
24671	2530- OSO/MODESTO	123676	100.00	05/19/04			100.00	
24672	2530- MT ADELAIDE	123675	200.00	05/19/04			200.00	
24673	2530- JOAQUIN RIDGE	123674	200.00	05/19/04			200.00	
24674	2530- MT TORO	123673	200.00	05/19/04			200.00	
24675	2530- MT OSO	123672	200.00	05/19/04			200.00	
24676	2530- MT DIABLO	123657	200.00	05/19/04			200.00	
24677	2530- MT TAMALPAIS	123656	200.00	05/19/04			200.00	
24678	2530- LOMA PRIETA	123655	200.00	05/19/04			200.00	
25364	JOAQUIN RIDGE	123833	100.00	06/22/04			100.00	
25365	2530- OSO/MODESTO	123832	100.00	06/22/04			100.00	
25366	2530- MT ADELAIDE	123831	200.00	06/22/04			200.00	
25367	2530- JOAQUIN RIDGE	123830	200.00	06/22/04			200.00	
25368 2	2530- MT TORO	123829	200.00	06/22/04			200.00	
25369 2	2530- MT OSO	123828	200.00	06/22/04			200.00	
25370 2	2530- MT DIABLO	123810	200.00	06/22/04			200.00	
25380 2	2530- MT TAMALPAIS	123809	200.00	06/22/04			200.00	
25381 2	2530- LOMA PRIETA	123808	200.00	06/22/04			200.00	
26294 2	2530- MT DIABLO	124012	200.00	07/23/04			200.00	
26295 2	2530- MT OSO	124029	200.00	07/23/04			200.00	
26296 2	2530- MT TORO	124030	200.00	07/23/04			200.00	
26297 2	530- JOAQUIN RIDGE	124031	200.00	07/23/04			200.00	
26298 2	530- MT ADELAIDE	124032	200.00	07/23/04			200.00	
26299 2	530-OSO/MODESTO	124033	100.00	07/23/04			100.00	
26300 2	530-JOAQUIN/FRESNO	124034	100.00	07/23/04			100.00	
26301 2	530-LOMA PRIETA	124010	200.00	07/23/04			200.00	
26303 2	530-MT TAMALPAIS	124011	200.00	07/23/04			200.00	
27253 2	530- OAKLAND	124646	750.00	10/20/04			750.00	
28627 2	530- OAKLAND	125223	750.00	01/20/05			750.00	
VENDOR TO	OTALS	•	6,800.00				6,800.00	
	46 DAY WIRELESS SYST	TEMS-RATELCO						
	439- TIGER MT	66610	272 00	05/18/04			077	
		66626		05/18/04			272.00	
		66632		05/18/04			272.00	
		66684		06/22/04			216.80	
		66668		06/22/04			272.00	
		66751		07/20/04			272.00	
		66690		06/22/04			272.00	
				,,			216.80	

FOR VENDORS:ALL A/P ACCOUNT: All

VENDOR NAM	Œ					PAST DUE	PAST DUE	PAST DUE	
TRANS# REFEREN		DOCUMENT #	ORIG AMI	DUE DATE	Current 2003			Over 60 Days	CTATIC
						_	or bays	Over do Days	SIMIUS
46 DAY	WIRELESS SY	YSTEMS-RATELCO			(Continued)				
25689 1439-TI	GER MTN	66730	272.00	07/20/04				272.00	
25690 1439		127709		07/20/04				1,571.50	
26482 1439-CA	PITAL PEAK	66765		07/20/04				216.80	
27109 1439-TI	GER MTN	128730	395.00	10/05/04				395.00	
27254 1439- T	ACOMA	66998	912.51	10/18/04				912.51	
28626 1439-TA	COMA	67208	912.51	01/19/05				912.51	
VENDOR TOTALS		->	6,073.92					6,073.92	
110 DEH	ART MARINE E	LECTRONICS INC							
28078 WATERCOM		81432	627,50	01/30/05				627.50	
28843 WATERCON	4	82169		04/10/05	355.00			027.50	
VENDOR TOTALS		->	982.50		355.00			627.50	
1515 DELC	DITTE & TOUC	HE							
25177 MNS,LLC		08709074	11,900.00	07/01/04					
26645 MOBEX		9414043	32,710.00	•				7,900.00	
27771 MOBEX		9444029		01/02/05				32,710.00	
27772 MOBEX		9414390		12/12/04				3,593.00	
28160 MOBEX		9457203		01/09/05				1,880.00	
28700 WIRE TX	ON 3/15/05	WIRE TX	10,000.00-	03/15/05		10,000.00	)~	7,000.00	
VENDOR TOTALS -		->	43,083.00			10,000.00		53,083.00	
37 DELT	A QUEEN STEA	AMBOAT COMPANY							
24194 FIRST QT	R 2004	51004	362.70	05/10/04				362.70	
VENDOR TOTALS -		·>	362.70					362.70	
311 DESO	TO, COUNTY O								
27840 2700-000	10, 000111 0	1853	1 644 06	12/21/24					
VENDOR TOTALS			1,644.96 1,644.96	12/01/04				1,644.96	
			1,044.30					1,644.96	
52 DUBUÇ	QUE, COUNTY	OF							
27551 060730090	01	2004/05	369.00	11/01/04				369.00	
27556 060730090	)1	2004/05A	369.00	11/01/04				369.00	
VENDOR TOTALS		>	738.00					738.00	
1467 DUDDL	ES, ALLEN								
27512 CONSULTIN	ig	12/04	500.00	11/29/04				500.00	
27633 EXP RPT		111304	163.17	11/13/04				163.17	
27943 CONSULTIN	IG	1/05	500.00	12/27/04				500.00	
28161 EXP RPT		121804	155.50	12/18/04				155.50	
28469 CONSULTIN	G	2/05	500.00	02/01/05				500.00	
28657 CONSULTIN	IG.	3/05	500.00	03/01/05			500.00	200.00	
VENDOR TOTALS	**********	•	2,318.67				500.00	1,818.67	
1216 EAGLE	COMMUNICATI	CONS							
28876 MOBEX		701812	225.00	04/16/05	225.00				
VENDOR TOTALS		•	225.00		225.00				

1006 ELECTRIC LIGHTWAVE

VENDOR	NAME					PAST DUE	PAST DUE	PAST DUE	
TRANS#	REFERENCE	DOCUMENT #	ORIG AMT	DUE DATE	Current 2003	1 - 30 Days	31 - 60 Days	Over 60 Days	STATUS
	100C PIECEPIO I	TOTIONIA LIE			(5				
•	1006 ELECTRIC L	IGHTWAVE			(Continued)				
27386	10001974	1114078	1,355.97	11/01/04				1,355.97	
27855	10001974	1207093	1,355.97	12/01/04				1,355.97	
VENDOR	TOTALS	>	2,711.94					2,711.94	
	151 FAIRPOINT	NEW ENGLAND							
27387	6558775	111004	41.04	11/10/04				41.04	
27856	655-8775	121004	41.43	12/10/04				41.43	
VENDOR	TOTALS	>	82.47					82.47	
1	1543 FARLEIGH W	מחג שיייים ב מרג							
25129		53104	10,259.10	07/04/04					
25398		63004	7,284.27					5,259.10	
26486		73104		09/09/04				7,284.27	
26781		83104		09/30/04				299.03	
27051	MOBEX	93004		11/07/04				313.76	
	TOTALS		13,223.18	11/0//01				67.02 13,223.18	
								10,000.10	
	505 FEDERAL EXP								
		542343135		03/17/05		14.48			
VENDOR	TOTALS	>	14.48			14.48			
:	212 FIELDS, ROO	SEVELT							
28845 ¥	WATERCOM	224388	1,050.00	03/12/05		1,050.00			
VENDOR 1	TOTALS	>	1,050.00			1,050.00			
13	386 FIRST CHOICE	E POWER							
		32805	238.50	03/28/05		220 50			
	TOTALS		238.50	03/20/03		238.50 238.50			
						230.30			
		ALD & HILDRETH PLC							
25914 1		75773	5,395.00	07/28/04				395.00	
		76363	7,090.56	08/28/04				7,090.56	
27053 1		77673	1,665.00	10/29/04				1,665.00	
27388 M		78389	13,464.80					13,464.80	
27389 M		13575-05		11/27/04				94.19	
27705 1		78699	8,697.28	12/29/04				8,697.28	
VENDOR T	OTALS	>	31,406.83					31,406.83	
1	49 FRONTIER COM	MUNICATIONS CORP							
28710 M	OBEX	10105	450.00	01/01/05				450.00	
VENDOR TO	OTALS	>	450.00					450.00	
12:	10 FRONTIER TEL	EPHONE							
	71459801	111304	26.00	11/13/04					
	71459801	121304		12/13/04				26.00	
	OTALS		52.00	,,				26.00 52.00	
								52.00	
	64 GILLEN, DOROS								
28648 TO	DEDO	3/05	425.00	03/01/05			425.00		

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AGED AS OF 04/08/05 INVOICES WITH DATES PAST AGING DATE ARE EXCLUDED

FOR VENDORS:ALL

TINDAD NAME

A/P ACCOUNT: All

VENDO	DR NAME					PAST DUE	PAST DUE	PAST DUE	
TRANS	# REFERENCE	DOCUMENT #	ORIG AMT	DUE DATE	Current 2003	1 - 30 Days	31 - 60 Days	Over 60 Days	STATUS
								-	
	1164 GILLEN, DOROTHY				(Continued)				
VENDO	R TOTALS	->	425.00				425.00		
	1665 GLOBAL TOWER LLG	7							
2751		12/04	627 64	11/29/04					
		1/05		12/27/04				637,64	
	9 credit due Oct04-Jar			- 12/29/04				637.64	
		2/05		02/01/05				210.56-	•
	3 BRASSWELL STREET			03/01/05			585.00	585.00	
	R TOTALS		2,234.72				585.00	1,649.72	
								1,043.72	
	1635 GREEN WAY LAWN M	AINT, INC							
2808	1 MOBEX	1014	145.00	01/16/05				145.00	
2873	9 MOBEX	1071	145.00	03/16/05		145.00			
2884	7 MOBEX	1042	145.00	02/15/05			145.00		
VENDO	R TOTALS	>	435.00			145.00	145.00	145.00	
	1505 GROVELINE								
		41821108	4,920.19	07/02/04				1,420.19	
		42441108	4,055.11					4,055.11	
	10000001305	93004	385.58	•				385.58	
		43051108		11/02/04				34.60	
VENDOR	TOTALS	>	5,895.48					5,895.48	
	15 GS INDUSTRIES								
28424		SR28985	560.00	01/19/05					
		SR29729		03/17/05		308.00		560.00	
VENDOR	TOTALS		868.00	., ., .,		308.00			
						308.00		560.00	
	310 GULFPORT, CITY OF	,							
28031	020809011014	2004	182.86	12/01/04				182.86	
VENDOR	TOTALS>	•	182.86					182.86	
								101.00	
:	1477 HAYES ELECTRIC SE	RVICE							
28848	WATERCOM	A2050314-03	110.00	03/19/05		110.00			
VENDOR	TOTALS>		110.00			110.00			
	1463 HEWLETT-PACKARD C								
		4/04-6/04	9,285.00					9,285.00	
		7/04-9/04	9,285.00					9,285.00	
	0000356245-US00 : TOTALS>	190714904	6,190.00-	07/29/04				6,190.00-	
4 PISTOR	701WM>		12,380.00					12,380.00	
1	586 HOTJOBS COM								
27680		733323TX	1,890.00	11/15/04				3 800 00	
	TOTALS>		1,890.00	,,,				1,890.00	
								1,890.00	
	331 HTC								
27393	84334722040	111204	38.56	11/12/04				38.56	
27858	84334722040 1	21204	38.01	12/12/04				38.01	

PREDMORE145

	AME					PAST DUE	PAST DUE	PAST DUE	
TRANS# REFERE	ENCE	DOCUMENT #	ORIG AMT	DUE DATE	Current 2003	1 - 30 Days	31 - 60 Days	Over 60 Days	STATUS
331 HT	rc				(Continued)				
					(,				
VENDOR TOTALS	}	>	76.57	,				76.57	
1620 TB	BA SYMONDS &	DIDDI							
24290 MOBEX	A SIMONDS &	19668	3 600 EE	06/02/04					
VENDOR TOTALS			2,609.55					2,609.55	
VERDOR TOTALS		,	2,609.55	1				2,609.55	
1313 IK	ON OFFICE SO	LUTIONS							
27268 435280	-187740	63703023	518.60	11/06/04				518.60	
27808 435280	-187740	63961876		12/04/04				509.39	
28015 435280	187740	64214361		01/06/05				508.40	
28279 435280	-187740	64480546		02/05/05				485.48	
VENDOR TOTALS		>	2,021.87					2,021.87	
								2,021.07	
91 IN	DIANA AMERICA	AN WATER CO							
28849 1002826	6855	31105	33.71	03/11/05		33.71			
VENDOR TOTALS		· <del>-</del> >	33.71		•	33.71			
1702 INT	TERLAND								
28351 ACH-INT	TERNET	20805	50.35	02/08/05			50.35		
VENDOR TOTALS		>	, 50.35				50.35		
	N MOUNTAIN								
27227 KY591		P561321	1,038.54	10/20/04				838.54	
28165 KY591		AK25030	238.04	01/20/05				238.04	
28616 KY591		AS13443	238.04	02/20/05			238.04		
28712 KY591		AW06159	238.04	03/20/05		238.04			
VENDOR TOTALS		<del>-</del> >	1,552.66			238.04	238.04	1,076.58	
	D INVESTMENT								
26676 48- GOA		7388	1,622.40	09/21/04				1,622.40	
27959 7493- G		7493	1,622.40	12/20/04				1,622.40	
VENDOR TOTALS		->	3,244.80					3,244.80	
E1 TAG	KSON COUNTY 1	anes cunen							
27397 40019826									
27550 48203540		2004-05	1,112.54					1,112.54	
		2004/05	554.00					554.00	
27554 48203540		2004/05A	554.00	11/01/04				554.00	
VENDOR TOTALS -		•>	2,220.54					2,220.54	
1058 JEFF	DAVIS ELECT	TRIC COOP INC							
28743 1502801		30305	135.28	03/03/05			125 55		
VENDOR TOTALS -	· • • • • • • • • • • • • • • • • • • •		135.28	03/03/03			135.28		
							135.28		
245 JEFF	ERSON, PARIS	H OF							
27545 206722		2004	2,141.36	11/01/04				2,141.36	
VENDOR TOTALS -		>	2,141.36					2,141.36	
								, 4 , 2 0	
10 JEFF	ERSONVILLE S	EWAGE DEPT							
28850 107816		21105	7.77	02/11/05			7.77		

VENDO	R NAME				מוזר האפת	PAST DUE	DAGE DAGE	
TRANS	# REFERENCE	DOCUMENT #	ORIG AM	DUE DATE Current 200				Cm3 mrs
	10 JEFFERSONVI	ILLE SEWAGE DEPT		(Continue		31 - 60 Days	Over 60 Days	STATUS
VENDO	R TOTALS	>	7.77	1		7.77		
	1559 KELLY SERVI	CES INC						
23445	5 614168-01	10510886	2,281.22	03/08/04			2,281.22	
23664	614168-01	13516018	1,805.35	03/29/04			1,805.35	
23955	61416801	15476104	1,874.38	04/12/04			1,874.38	
28814	cmx to clear in	voice 32405	5,960.95	- 03/24/05	5,960.95	i-		
VENDOR	R TOTALS	>			5,960.95	) <del>-</del>	5,960.95	
	1433 LANE COUNTY	TAX COLLECTOR						
27398	8529020	2004-05	978.46	11/29/04			070 46	
VENDOR	TOTALS	>	978.46	. ,			978.46 978.46	
	252 LAUDERDALE,	COUNTY OF						
27557	14209	2004	437.90	11/01/04				
	TOTALS		437.90	11/01/04			437.90	
							437.90	
:	1198 LICCARDI RAD	DIO SERVICES						
28166	MOBEX	23679	324.75	01/08/05			324.75	
VENDOR	TOTALS	>	324.75				324.75	
	101 LIGHTYEAR CO	MMUNICATIONS						
24804	613587	60104	22,352.87	06/01/04			17,352.87	
25431	613587	70104	21,621.53	07/01/04			21,621.53	
25980	613587	80104	21,562.23	08/01/04			21,562.23	
26865	613587	100104	17.60	10/01/04			17.60	
VENDOR	TOTALS	>	60,554.23				60,554.23	
1	.434 MARION COUNTY	Y TAX ASSESSOR						
27400	U330883	2004-05	1,247.80	11/29/04			2 245 22	
VENDOR	TOTALS	>	1,247.80				1,247.80	
	248 MATAGODDA - 00	NAMA OB						
27558	249 MATAGORDA, CC	2004		( (				
	TOTALS		3,323.49	11/01/04			3,323.49	
		•	3,323.49				3,323.49	
:	261 MCI WORLDCOM							
28851	92083974	71344156	.31	03/15/05	.31			
28877	X259150192408	91501924080503	945.99	03/14/05	945.99			
VENDOR 1	TOTALS	>	946.30		946.30			
14	142 MCSWAIN COMMU	NICATIONS INC						
28618 0	BASTONIA	2650	655.99	03/01/05		655.99		
VENDOR 7	POTALS	>	655.99	·		655.99		
1.4	138 MOMENTUM BUSI	NESS SOLUTIONS						
	022553230-0	3238097	1,952.40	03/15/05	1 050 / 5			
	COTALS		1,952.40	03/13/03	1,952.40			
• • • •			+1,732.40		1,952.40			

FOR VENDORS:ALL A/P ACCOUNT: All

VENDO	R NAME				PAST DUE	PAST DUE	PAST DUE	
TRANS	# REFERENCE	DOCUMENT #	ORIG AMI	DUE DATE Current 2003	1 - 30 Days	31 ~ 60 Days	Over 60 Days	STATUS
	1292 MONSTER COM							
28170	MOBEX	2605353A	1,912.50	11/14/04			1,912.50	
VENDOR	R TOTALS	>	1,912.50				1,912.50	
							-,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
	1567 MORGAN TOWER 1	INC						
28472	CHESTNUT HILL-PHIL	AD 2/05	1,210.25	02/01/05			1,210.25	
28660	CHESTNUT HILL-PHIL	AD 3/05	1,210.25	03/01/05		1,210.25		
VENDOR	TOTALS	>	2,420.50			1,210.25	1,210.25	
	273 MOTOROLA							
26679	1036241462	R0754010	4,485.08	10/24/04			4,485.08	
26681	1036241462	R0754003	5,291.65	10/24/04			5,291.65	
26900	MOBEX	87262856	710.69	10/31/04			710.69	
26901	MOBEX	5053.1	5,053.10	11/03/04			5,053.10	
27474	1036241462	R0780195	4,820.86	12/24/04			4,820.86	
27475	1036241462	R0780194	215.90	12/24/04			215.90	
27476	1036241462	R0780193	4,751.68	12/24/04			4,751.68	
VENDOR	TOTALS	>	25,328.96				25,328.96	
1	1151 MOUNTAIN UNION	TELECOM LLC						
27497	VERDUGO	12/04	660.00	11/29/04			660.00	
27928	VERDUGO	1/05	840.00	12/27/04			840.00	
28454	VERDUGO	2/05	840.00	02/01/05			840.00	
28644	VERDUGO	3/05	840.00	03/01/05		840.00	0.0.00	
VENDOR	TOTALS	->	3,180.00			840.00	2,340.00	
							2,340.00	
1	034 MT CONSTITUTION	SITES						
28639	ACCT #31 CONSTITUTI	0 3/05	450.00	03/01/05		450.00		
VENDOR '	TOTALS	->	450.00			450.00		
14	435 MULTNOMAH COUNT	Y TAX COLLECTOR						
27406 (	U528988	2004-05	1,740.32	11/29/04			1,740.32	
VENDOR 7	TOTALS	->	1,740.32				1,740.32	
							-,	
15	538 NATIONWIDE TANK	& TOWER CO INC						
27275 ¥	MATERCOM	21259	650.00	10/30/04			650.00	
27276 W	NATERCOM	21298	1,125.00	11/18/04			1,125.00	
27277 W	NATERCOM	21297	5,175.00	11/18/04			5,175.00	
27278 W	NATERCOM	21296	1,575.00	11/18/04			1,575.00	
VENDOR T	TOTALS	·>	8,525.00				8,525.00	
							-,525.00	
11	.84 NBANC							
27817 M	OBEX	103104	5.00	10/31/04			5.00	
VENDOR T	OTALS	>	5.00				5.00	
10	14 NECA							
27814 8	22896	TRS0019900	1,048.76	12/16/04			1,048.76	
28286 8	22896	TRS0020267	1,048.76	01/14/05			1,048.76	
VENDOR TO	OTALS	>	2,097.52				2,097.52	
	•							

8209 NEUSTAR

FOR VENDORS:ALL A/P ACCOUNT: All

VENDOR	R NAME								
	REFERENCE	DOCUMENT #	0070 1100			PAST DUE		PAST DUE	
11041104	REFERENCE	DOCUMENT #	ORIG AMT	DUE DATE	Current 2003	1 - 30 Days	31 - 60 Days	Over 60 Days	STATUS
	8209 NEUSTAR				(Continued)				
	15088	M10149298	10.68	12/31/04				10.68	
	15088	M10149299	180.28	12/31/04				180.28	
VENDOR	TOTALS	••>	190.96					190.96	
	1162 NORTHERN STAR E	BROADCASTING LLE							
23417	CHARLEVOIX	4/04	499.20	03/22/04				499,20	
23860	CHARLEVOIX	5/04	499.20	04/19/04				499.20	
24887	CHARLEVOIX	7/04	480.00	06/18/04				480.00	
25605	CHARLEVOIX	8/04	480.00	07/26/04				480.00	
26088	CHARLEVOIX	9/04	480.00	08/27/04				480.00	
26588	CHARLEVOIX	10/04	480.00	09/27/04				480.00	
27019	CHARLEVOIX	11/04	480.00	11/02/04				480.00	
27501	CHARLEVOIX	12/04	480.00	11/29/04				480.00	
27932	CHARLEVOIX	1/05	480.00	12/27/04				480.00	
28458	CHARLEVOIX	2/05		02/01/05					
28647	CHARLEVOIX	3/05	480.00	03/01/05			480.00	480.00	
VENDOR	TOTALS	->	5,318.40				480.00	4,838.40	
_								,	
	.553 OFFICE COFFEE	175700							
28540 28853		136793		03/16/05		37.18			
	TOTALS	137850	12.00 49.18	04/13/05	12.00				
			49.18		12.00	37.18			
1	041 ORANGE COUNTY TA	X COLLECTOR							
27442	053650-4	2004A	154.96	03/01/05			154.96		
VENDOR '	TOTALS	>	154.96				154.96		
1:	100 ORMANDY INC								
25134 4	4433	35071	900.00	05/01/04				900.00	
25463 4	4433	36231	900.00	07/01/04				900.00	
26243 4	1433	36705	900.00	08/01/04				900.00	
26314 4	1433	37227	900.00	09/01/04				900.00	
26682 4	1433	37726	900.00	10/01/04				900.00	
28577 4	1433	38706	900.00	12/01/04				900.00	
VENDOR T	TOTALS	>	5,400.00					5,400.00	
٥	985 PACIFIC BELL								
	725642196069160N	564219606904306	567.00	77/07/04					
	725642196069160N	564219606904336	567.92					567.92	
	725642196069160N		694.63					694.63	
	725640783222066S	564219606905001 564078322205032	703.58					703.58	
	725640783222066S	564078322205032	712.47					712.47	
	723640763222066S		724.39	03/NT/02			724.39		
			3,402.99				724.39	2,678.60	
11	99 PARRISH, KEN								
28652 M	uskegon	3/05	275.00	03/01/05			275.00		
VENDOR TO	OTALS>		275.00	•			275.00		

1030 PEAK RELAY INC

VENDOR NAME					PAST DUE	DACE DITE	DIOM DIID	
TRANS# REFERENCE	DOCUMENT #	OPIG AMT	מידער פוות	Current 2003		PAST DUE 31 - 60 Days	PAST DUE	0.003.003.0
TRANS# REFERENCE	DOCUMENT #	OKIG ANI	DOE DAIE	Currenc 2003	1 - 30 Days	31 - 60 Days	Over 60 Days	STATUS
1030 PEAK RELAY INC				(Continued)				
27491 STEPHENSON PEAK	12/04	243.75	11/29/04				243.75	
27922 STEPHENSON PEAK	1/05	325.00	12/27/04				325.00	
28173 MOBEX- FOREST SER	FE 42701	372.41	01/12/05				372.41	
28448 STEPHENSON PEAK	2/01	372.41	02/01/05				372.41	
28638 STEPHENSON PEAK	3/05	372.41	03/01/05			372.41		
VENDOR TOTALS	>	1,685.98				372.41	1,313.57	
1260 PENNSYLVANIA DI	בוואקעק סף סיים							
27838 2750-830	101503	233 00	10/15/03				222 22	
VENDOR TOTALS		233.00	20, 23, 03				233.00	
		255.53					233.00	
394 PETTY CASH-								
27732 8/04-12/04	120104	145.24	12/10/04				145.24	
VENDOR TOTALS	->	145.24					145.24	
1598 PETTY CASH- KYC	NG YI							
27846 11/2-12/6/04	11/04	119.76	12/01/04				119.76	
VENDOR TOTALS	->	119.76					119.76	
1170 PINNACLE HILL A	SSOCIATES INC							
27021 ROCHESTER	11/04	500.00	11/02/04					
27503 ROCHESTER	12/04		11/29/04				500.00	
27934 ROCHESTER	1/05		12/27/04				500.00	
28460 ROCHESTER	2/05		02/01/05				500.00	
28649 ROCHESTER	3/05		03/01/05			500.00	500.00	
VENDOR TOTALS	->	2,500.00	,			500.00	2,000.00	
							2,000.00	
919 PINNACLE TOWERS	INC							
28174 NCR- SAURATOWN	2076125	385.88	01/06/05				385.88	
28175 NCR- HILLSBOROUGH	2076126	385.88	01/06/05				385.88	
28176 NCR- RIVERDALE	2076127	850.86	01/06/05				850.86	
28177 NCR- ROCKFISH	2076128	385.88	01/06/05				385.88	
28186 D07- BREM-GOLD	2074645	516.59	01/06/05				516.59	
28187 D07- MT LIVINSTON	2074646	546.99	01/06/05				546.99	
28188 D07- CAPITAL PEAK	2074647	486.67	01/06/05				486.67	
28189 D07- MT BALDY	2074648	542.42	01/06/05				542.42	
28190 D07- BETH-SAVERCOOL	2074649	521.51	01/06/05				521.51	
28191 NCR- BULL RUN	2076129	790.08	01/06/05				790.08	
28192 NCR- WINTHERTHUR	2076130		01/06/05				804.55	
28193 NCR- SALEM-PROSPECT	2076131		01/06/05				505.65	
28194 NCR- AVON	2068893		01/06/05			•	983.99	
28579 D07- CLARIDGE HSE	2083181		02/08/05			1,298.99		
28580 D07-EWING	2088282	1,250.00				1,250.00		
28581 DO7- VALHALLA	2088283	1,567.68				1,567.68		*
28582 DO7- INDEPENDENT HIL			02/08/05			1,417.50		
28583 D07- MT BALDY	2088287		02/08/05			542.42		
28584 NCR- BULL RUN 28880 D07- MT BALDY	2089809		02/08/05		545 /5	790.08		
28880 D07- MT BALDY 28881 D074- VALHALLA	2103115 2103117		03/10/05		542.42			
20001 DO/1- VARIADHA	2109111	1,646.06	03/10/05		1,646.06			

FOR VENDORS:ALL

VENDOR NAME PAST DUE PAST DUE PAST DUE TRANS# REFERENCE DOCUMENT # ORIG AMT DUE DATE Current 2003 1 - 30 Days 31 - 60 Days Over 60 Days STATUS

A/P ACCOUNT: All

TRANS#	REFERENCE	DOCUMENT #	ORIG AMT	DUE DATE	Current 2003	1 - 30 Days	31 - 60 Days	Over 60 Days	STAT
	919 PINNACLE TOWER	S INC			(Continued)				
28882	D07- INDEPENDENT H	IL 2103119	1,417.50	03/10/05		1,417.50	)		
28883	D07- EWING	2103120	1,250.00	03/10/05		1,250.00			
28884	D07- CLARIDGE HSE	2097931	1,363.94	03/10/05		1,363.94			
28885	NCR- BULL RUN	2104608	790.08	03/10/05		790.08			
28886	NCR- ROCKFISH	2104609	385.88	03/10/05		385.88			
VENDOR	TOTALS	~>	21,969.50			7,395.88		7,706.95	i
:	1637 PIPER RUDNICK								
26267	MOBEX	1535041	34,591.40	07/31/04				34,591.40	
26646	MOBEX	1552806	25,076.23	09/21/04				25,076.23	
26683	MOBEX	71504	49,134.50	07/15/04				49,134.50	
27231	MOBEX	1566543	1,538.31	10/28/04				1,538.31	
27232	MOBEX	1566547	22,859.38	10/28/04				22,859.38	
27770	MOBEX	1580758	50,217.45	12/02/04				50,217.45	
VENDOR	TOTALS	->	183,417.27					183,417.27	
1	308 PITNEY BOWES IN	c							
23692	44546040203	304481	44.82-	03/26/04				44.82	
23818	44546040203	512016		04/16/04				19.00	-
27283	44546040203	733322	353.00	11/01/04				353.00	
27819	8000900010822504	120504		12/05/04					
28291	7411599	7411599-DC04		01/03/05				215.00	
28292	8000900010822504	10405		01/04/05				525.05	
VENDOR '	TOTALS	·>	1,638.11					570.88 1,638.11	
4	425 QWEST								
27409 5	5032031260041B	110404	84.38	11/04/04				24 20	
27410 5	503T213918883B	111704		11/17/04				84.38	
27412 2	2534720574798B	110404A	136.56	11/04/04				94.96	
27690 5	503T310222884B	112504	126.95	11/25/04				136.56 126.95	
27888 2	2534720574798B	120404	136.56	12/04/04					
27889 5	032031260041B	120404A	85.13					136.56	
27962 5	03T110756888B	121904	423.77					85.13	
27963 5	03T213918883B	121704	94.98					423.77	
27964 2	06T112077885B	121604	206.56					94.98	
27965 2	06T110055666B	121604A	206.56					206.56	
27966 2	06T110185887B	121604B	306.74					206.56	
27967 2	06T814773185B	122004	325.61					306.74	
28195 5	03T213918883B	11705		01/17/05				325.61	
28196 5	03T110756888B	11905	431.51					95.53	
28197 2	06T112077885B	11605	209.97					431.51	
28198 2	06T110055666B	11605A	209.97					209.97 209.97	
28199 2	06T110185887B	11605B	310.85					310.85	
	03T310222884B	12505		01/25/05				129.60	
	06T814773185B	12005	325.61					325.61	
	03T310222884B	122504	126.95					126.95	
28541 6		653054432		02/15/05			215.90	120.95	
28542 6		653050046		02/15/05			4.88		
28543 6		653054424		2/15/05			4.88		
				,			4.00		

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AGED AS OF 04/08/05 INVOICES WITH DATES PAST AGING DATE ARE EXCLUDE	AGED AS OF 04/	08/05	INVOICES	WITH	DATES	PAST	AGING	DATE	ARE	EXCLUDE
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VENDO	R NAME					PAST DUE	PAST DUE	PAST DUE	
TRANS	# REFERENCE	DOCUMENT #	ORIG AMT	DUE DATE	Current 2003	1 - 30 Days	31 - 60 Days	Over 60 Days	STATUS
								·	
	425 QWEST				(Continued)				
28750	5074523324830	22805	104.96	02/28/05			104.96		
2875]	L 5635522592792	22505		02/25/05			89.41		
28854	67462060	659209563		03/15/05		4.88			
28855	67599999	659212234		03/15/05		164.43			
28856	67599987	659212227	4.88	03/15/05		4.88			
VENDOR	TOTALS	>	4,662.97			174.19	420.03	4,068.75	
	1050 R & L CARRIER	œ.							
	MOBE45	1622712718	85 31	10/31/04				05.51	
	TOTALS		85.31	10/31/01				85.31	
								85.31	
	141 RADARSONICS II								
25991		17432	458.50	08/26/04				458.50	
VENDOR	TOTALS	···>	458.50					458.50	
	251 RALLS, COUNTY	OF							
27563		2004	1,053.07	11/01/04				1 052 05	
VENDOR	TOTALS		1,053.07	,,				1,053.07	
								2,322.47	
	107 REDCOM LABS IN								
	MOBEX	34300		08/22/04				507.51	
VENDOR	TOTALS	>	507.51					507.51	
1	483 RILEY BENNETT	& EGLOFF LLP							
23367	7329-0030M	12	172.00	03/01/04				172.00	
23698	7329-0030M	13	516.00	03/30/04				516.00	
25443	7329-0030M	15	666.50	05/30/04				666.50	
26439	7329-0030M	17	1,267.50	08/30/04				1,267.50	
26758	7329-0030M	19	322.50	09/30/04				322.50	
	7329-0030M	21	258.00	10/30/04				258.00	
VENDOR	TOTALS	>	3,202.50					3,202.50	
	142 RIVER BARGE EXC	CURSION							
24195	FIRST QTR 2004	51004	204.00	05/10/04				204.00	
VENDOR	TOTALS	>	204.00					204.00	
	AFF BODTOON SWEEDS								
	455 ROBISON ENTERPE WATERCOM			/					
		93948 93950	180.00					180.00	
	MATERCOM MOTALS		360.00 540.00	11/30/04				360.00	
vandor.			540.00					540.00	
15	550 ROGER SMITH HEA	ATING & COOLING							
28857 V	WATERCOM	22605	214.00	04/09/05	214.00				
VENDOR '	TOTALS	>	214.00		214.00				
15	563 S C TOWERS LLC								
	LITTLE MTN	12/04	100.00	11/29/04				100.00	
	LITTLE MTN	1/05	200.00					200.00	
	JITTLE MTN	2/05	200.00					200.00	
								200.00	

VENDOR NAME								
TRANS# REFERENCE	DOCUMENT #	0276	. <b></b>		PAST DUE	PAST DUE	PAST DUE	
TIONOW REPERENCE	DOCUMENT #	ORIG AMT	DUE DATE	Current 2003	1 - 30 Days	31 - 60 Days	Over 60 Days	STATUS
1563 S C TOWERS LI	r.c			(0				
				(Continued)				
28659 LITTLE MTN	3/05	200.00	03/01/05					
VENDOR TOTALS		700.00				200.00		
		,00.00				200.00	500.00	
1602 SALESFORCE.CO	М							
25858 4-207693	2176744	2,184.00	08/01/04				2 70. 44	
VENDOR TOTALS	>	2,184.00					2,184.00	
							2,184.00	
1714 SANTELER & SO	NS							
28872 WATERCOM	5049	185.00	04/09/05	185.00				
VENDOR TOTALS	>	185.00		185.00				
409 SAYLES, ROBER	TA							
26573 MOBEX CONSULTING	10/04	7,500.00	09/27/04				7,500.00	
27004 MOBEX CONSULTING	11/04	7,500.00					7,500.00	
27487 MOBEX CONSULTING	12/04	7,500.00					7,500.00	
27918 MOBEX CONSULTING	1/05	7,500.00	12/27/04				7,500.00	
VENDOR TOTALS	>	30,000.00					30,000.00	
1454 SBC								
27417 8606781868663	111504							
27418 2032878262149	111504 111504A		11/15/04				29.41	
27423 26269441925161	111304A		11/15/04				29.34	
27429 41496255415767	110704¢		11/13/04				29.48	
27433 21987467952009	110704G		11/07/04 11/07/04				29.46	
27434 81583840549259	111004		11/10/04				35.76	
27674 23183492457585	111904		11/19/04				89.90	
27689 44084591676144	112204		11/22/04				34.32	
27891 41496255415767	120704A		12/07/04				30.33	
27893 23159780899320	112804B		11/28/04				29.46	
27894 21987467952009	120704C		12/07/04				28.88	
27896 55993589129212	120204A		12/02/04				35.72	
27897 41969708588639	112804C		11/28/04				16.73	
27969 33838151484270	120704F	142.13					31.66	
27970 23725352532019	120704G	161.07	12/07/04				142.13	
27971 81583840549259	121004	99.89	12/10/04				161.07 99.89	
27973 26269441925161	121304	29.48	12/13/04				29.48	
27974 23183492457585	121904	34.32	12/19/04				34.32	
28203 44084591676144	122204	30.33	12/22/04				30.33	
28209 41496255415767	10705D	29.59	01/07/05				29.59	
28211 55993589129212	10205	16.78	01/02/05				16.78	
28544 81228422132006	20405	37.10	02/04/05				37.10	
28545 81228415233886	20405A	37.10	02/04/05				37.10	
28546 81583840549259	21005	87.64	02/10/05			87.64		
28547 97924457129307	20505		02/05/05				\$5.91	
28550 74086530033473	12805		01/28/05				35.57	
28551 74086534914355	12805A		01/28/05				47.36	
28552 40979410411976	20305		02/03/05				92.58	
28756 74086530033473	22805		02/28/05			35.47		
28757 74067681244343	22205	42.85	02/22/05			42.85		

VEND	OR NAME								
	S# REFERENCE	DOCUMENT #	ODIC AMO	Dim Dime o		PAST DUE	PAST DUE	PAST DUE	
17421	DW KBFERENCE	DOCOMENT #	ORIG AMI	DUE DATE Cu	rrent 2003	1 - 30 Days	31 - 60 Days	Over 60 Days	STATUS
	1454 SBC				(Continued)				
287	58 74064329263512	22505A	35.92	02/25/05			35.92		
287	59 74064323015405	22505B	47.35	02/25/05			47.35		
287	60 74067679603468	22205A	32.50	02/22/05			32.50		
287	61 30956577309752	21605A	41.73	02/16/05			41.73		
2876	52 74086534914355	22805A	47.21	02/28/05			47.21		
2885	58 57324801125697	22705	43.71	02/27/05			43.71		
	59 40979410411976	30305	92.65	03/03/05			92.65		
2886	50 81228406233028	30405	27.69	03/04/05			27.69		
2886	51 97924457129307	30505	55.67	03/05/05			55.67		
2886	2 81583840549259	31005	87.76	03/10/05		87.76			
2886	3 81228422132006	30405A	37.10	03/04/05			37.10		
2888	7 94922502905294	30205	224.76	03/02/05			224.76		
	8 31239704368303	30705	12.13	03/07/05			12.13		
	9 31247410389605	30705A	2,287.53	03/07/05			2,287.53		
	0 84771926743871	30705B	20.11	03/07/05			20.11		
	1 33226783876164	30705C		03/07/05			225.24		
	2 63089824574262	30105	19.86	03/01/05			19.86		
VENDO	R TOTALS	>	4,804.54			87.76	3,417.12	1,299.66	
2751	1403 SCHNEIDER, JOH								
	0 281 SIXTH ST - COAL			11/29/04				125.00	
	1 281 SIXTH ST - COAL			12/27/04				125.00	
	7 281 SIXTH ST - COAL	•		02/01/05				125.00	
	5 281 SIXTH ST - COAL			03/01/05			125.00		
VENDOR	R TOTALS	>	500.00				125.00	375.00	
	1446 SHOOK HARDY & E	BACON LLP							
	MOBEX	992017	9,016.49	06/12/03					
	MOBEX	998527	4,342.99					4,016.49	
	MOBEX	1105486		09/23/03				4,342.99	
VENDOR	TOTALS		8,431.28	03/23/03				71.80	
			0,431.20					8,431.28	
	1566 SOFTWARE HOUSE	INTERNATIONAL							
27184	41719	C584A	2,971.18	11/24/04				2 977 10	
VENDOR	TOTALS	->	2,971.18					2,971.18 2,971.18	
								2,371.10	
	303 SPECTRASITE BUI	LDING GROUP INC							
28632	MANHATTAN SITE	3/05	1,194.86	03/01/05			1,194.86		
VENDOR	TOTALS	->	1,194.86				1,194.86		
	1093 SPECTRASITE WIRE								
	40462- MYRTLE BEACH		760.41	12/28/04				760.41	
	40462-MYRTLE BEACH		760.41					760.41	
	40462- MYRTLE BEACH		760.41	03/01/05			760.41		
VENDOR	TOTALS	->	2,281.23				760.41	1,520.82	
	813 SPRINT								
27437	2526386034757	110104	44.93	11/01/04				44.02	
	920661838	111504	3,326.87					44.93	
				v == • · · ·				3,326.87	

VENDOR	. NAME					PAST DUE	PAST DUE	PAST DUE	
TRANS#	REFERENCE	DOCUMENT #	ORIG AMT	DUE DATE	Current 2003		31 - 60 Days		2002
			***************************************	202 22	carrenc 2003	1 - 30 Days	31 - 60 Days	Over 60 Days	STATUS
	813 SPRINT				(Continued)				
27607	8502671253292	112204	77.06	11/22/04				77.06	
27902	2526386034757	120104	45.34	12/01/04				45.34	
27976	920661838	121504	3,326.87	12/15/04				3,326.87	
28024	8502671253292	122204	76.68	12/22/04				76.68	
28219	920661838	11505	3,334.36	01/15/05				3,334.36	
28322	8502671253292	12205	77.06	01/22/05				77.06	
28349	cmx-to clear 11/22/0	PD VIA ACH	230.80	02/03/05				230.80	•
VENDOR	TOTALS	>	10,078.37					10,078.37	
1	1154 STATE COMMUNICAT	IONS							
28456		2/05	424.36	02/01/05				424.36	
	ROGERS CITY		424.36	03/01/05			424.36		
VENDOR	TOTALS	>	648.72				424.36	424.36	
	343 STEVENS, ESTATE								
	SARGENT, TX - ANNUAL		4,626.00	03/01/05			4,626.00		
VENDOR	TOTALS	>	4,626.00				4,626.00		
	219 STUMLERS PRINT IN								
27608		31857		12/08/04				203.84	
VENDOR	TOTALS	•	203.84					203.84	
	329 SUBCARRIER COMMUN	VICATIONS INC							
	SAVANNAH GA SITE REN		367.50	11/29/04				262.50	
	SAVANNAH GA SITE REN	•		12/27/04				367.50	
	SAVANNAH GA SITE REN			02/01/05				430.00	
	SAVANNAH GA SITE REN	• '		03/01/05			498.36	430.00	
	TOTALS>	•	1,725.86	,,			498.36	1 227 50	
							470.30	1,227.50	
13	307 SUFFOLK VIRGINIA,	CITY OF							
27439 8	30715	28991	51.85	11/01/04				51.85	
VENDOR 2	FOTALS>		51.85					51.85	
								32.00	
16	09 T MOBILE								
27903 5	5717233513	112004	69.95	11/20/04				69.95	
VENDOR T	TOTALS>		69.95					69.95	
12	43 TAX COLLECTOR								
27379 1	.44005	2004	215.27	11/01/04				215.27	
27385 3	2933-0000-1	2004A	240.81	02/15/05			240.81		
27399 1		2004/05	71.12	11/29/04				71.12	
		2004B	110.02	03/15/05		110.02			
		2004C		03/15/05		122.41			
		2004D		11/01/04				735.92	
		2004E	1,939.03					1,939.03	
		2004F		12/01/04				535.57	
VENDOR T	OTALS>		3,970.15			232.43	240.81	3,496.91	

VENDOL	R NAME								
VENDOR	REFERENCE	DOCUMENT #	ODIC NA	DIE DAME	D	PAST DUE	PAST DUE	PAST DUE	
TOMO	REFERENCE	DOCOMBNI #	ORIG ANI	DUE DATE	Current 2003	1 - 30 Days	31 - 60 Days	Over 60 Days	STATUS
	1190 TELLABS OPERAT	IONS INC			(Continued)				
	MOBEX	10813	704.40	05/26/04				704.40	
VENDOR	TOTALS	>	704.40					704.40	
	622 TESSCO								
27238	2255950	263039	93 57	12/04/04					
	2255950	211253		11/26/04				83.57 553.13	
27240	2255950	295221		12/09/04				113.94	
27675	2255950	267102		12/04/04				42.72	
27676	2255950	325326	419.74	- 11/15/04				419.74	
27677	2255950	307661	113.83	12/11/04				113.83	
27678	2255950	374032	43.17	12/22/04				43.17	
28220	2255950	374843	840.51	12/23/04				840.51	
VENDOR	TOTALS	->	1,371.13					1,371.13	
-	1644 MUR DAIMINODE O	uny.							
	1644 THE BALTIMORE S MOBEX	1316	220.22	07/10/04					
	TOTALS		229.32	07/19/04				229.32	
· DIV DOIC	101111111		227.32					229.32	
	344 TIME WARNER TEL	ECOM							
27441	26978	110104	803.76	11/01/04				803.76	
27904	26978	120104	803.76	12/01/04				803,76	
28221	26978	10105	817.04	01/01/05				817.04	
VENDOR	TOTALS	->	2,424.56					2,424.56	
	0.4.0 MOTIONED GOLDWIN								
	248 TRIMBLE, COUNTY								
	33380001 TOTALS	2004		11/01/04				85.70	
VENDOR	IOIALS	->	85.70					85.70	
	410 UNITED PARCEL SE	ERVICE							
21164		445182443	439.60	11/01/03				439.60	
23943	WRONG AP ACCT	445182443		11/01/03				439.60-	
28556	0250ZZ	21205	287.04	02/12/05			287,04	433.00-	
28766	0250ZZ	22605	374.32	02/26/05			374.32		
28767	0250ZZ	30505	129.00	03/05/05			129.00		
28864	0250ZZ	31205	71.09	03/12/05		71.09			
VENDOR :	TOTALS	>	861.45			71.09	790.36		
27044 5	81 UNIVERSAL LIFELI REGIONET		352.50	10/02/04					
	TOTALS	11/2004	152.70	12/23/04				152.70	
vanoon .	.01.11.0		132.70					152.70	
10	18 UNIVERSITY INDUS	TRIAL CENTER							
28720 M	OBEX	2/05	67.20	03/18/05		67.20			
VENDOR 1	COTALS	>	67.20			67.20			
	011 VERIZON								
	7167739412	110104		11/01/04				29.82	
	045010208	110404		11/04/04				46.02	
27455 7	275562953001121	110704E	45.31	11/07/04				45.31	

VENDOR NAME				PAST DUE	PAST DUE	PAST DUE	
TRANS# REFERENCE	DOCUMENT #	ORIG AMT	DUE DATE Current 2003	1 - 30 Days	31 - 60 Days	Over 60 Days	STATUS
					•		
9011 VERIZON			(Continued)				
27458 3026563860	110704F	27.55	11/07/04				
27460 6177231138	110604		11/06/04			27.55	
27461 3154691870	111004B		11/10/04			26.15	
27462 5082522037	111004C		11/10/04			29.96	
27463 6107915014	111604		11/16/04			28.25	
27466 7324461139	111304A		11/13/04			27.70	
27467 9091821026980807	111604A		11/16/04			27.85	
27468 8181672737990818	111904		11/19/04			176.52	
27469 9897348744010503	111004D		11/10/04			69.76	
27470 N15EHP5286113	111304B		11/13/04			34.30	
27682 5182377071	112204C		11/22/04			137.05	
27683 8148667413	112204D		11/22/04			29.83	
27684 8458386275	112504A		11/25/04			25.89	
27977 9091821026980807	121604		12/16/04			29.65	
27979 EHP528611304348	121304C		12/13/04			176.52	
27980 8181672737990818	121904		12/19/04			137.29	
27981 6107915014	121604A	27.70	12/16/04			69.76	
27983 7324461139	121304D		12/13/04			27.70	
27987 7167739412	120104		12/01/04			27.81	
27988 6316968139	112804		11/28/04			29.83	
27992 3154691870	121004B		12/10/04			30.04	
27993 5082522037	121004C		12/10/04			29.96	
27995 6177231138	120604		12/06/04			28.54	
27998 7275562953001121	120704G		12/07/04			26.15	
27999 8045010208	120404A		12/04/04			48.92	
28001 3026563860	1207041		12/07/04			46.61	
28002 9897348744010503	121004D		12/10/04			31.94	
28231 N15EHP5286113	EHP528611305013		01/13/05			34.30	
28237 7275562953001121	10705E		01/07/05			138.95	
28243 5182377071	122204A					49.06	
28246 8181672737990818	11905A		12/22/04			29.83	
28559 6188932104860528	21605	70.98	01/19/05			70.98	
28560 3615521700860723	21305		02/16/05		94.58		
28561 2175841975860807	21305A		02/13/05		124.84		
28562 6185245820970217			02/13/05		74.13		
28769 2815591511861006	21305B 22205B		02/13/05		75.63		
28770 3617580019860707	22205C		02/22/05		134.61		
28771 7409491708990603	22205D		02/22/05		114.10		
28772 8129699989010110	22505B		02/22/05		91.04		
28865 2175841975860807			02/25/05		118.77		
28866 7244957700	31305 30705		03/13/05	71.79			
28867 9375493961861205			03/07/05		61.34		
28868 6185245820970217	30705A		03/07/05		65.34		
	31305A		03/13/05	75.69			
28869 3615521700860723	31305B		03/13/05	122.19			
28895 73680484067Y 28896 6093960618	31005	840.02		840.02			
	31005A		03/10/05	47.38			
28897 2155083424	30705B		03/07/05		23.67		
28898 6103612037	30705C		03/07/05		48.79		
28899 3016540906	30705D	49.74	03/07/05		49.74		

tana o									
VENDOR		DOGUMENTO II				PAST DUE	PAST DUE	PAST DUE	
TRANS#	REFERENCE	DOCUMENT #	ORIG AMT	DUE DATE	Current 2003	1 - 30 Days	31 - 60 Days	Over 60 Days	STATUS
	9011 VERIZON				/ <b>G== t</b> 3)				
	JULI VENILEON				(Continued)				
28900	3014307196	30705E	28.62	03/07/05			28.62		
28901	4103320937	30705F		03/07/05			20.02		
28902	9735712097	31305C		03/13/05		25.74			
28903	4104661915	31405		03/14/05		27.18			
28904	71652684052Y	30705G	1,203.56	03/07/05			1,203.56		
28905	2157538115	30505	21.84	03/05/05			21.84		
28906	9143455001	30405	59.50	03/04/05			59.50		
28907	215N601097905	30205	1,052.43	03/02/05			1,052.43		
VENDOR	TOTALS	·->	6,505.56			1,209.99		1,825.80	
								1,023.00	
1	591 VILLAGE OF PLEA	SANT PRAIRIE							
28007	90007152000	417400346	242.66	12/01/04				242.66	
VENDOR	TOTALS	->	242.66					242.66	
	318 WAL MART STORES	INC							
25574		121090	799.00	07/07/04				599.00	
25575		121091	46.00	07/07/04				46.00	
VENDOR	TOTALS	~>	645.00					645.00	
	246 WALTON, COUNTY (	ne.							
	10700050	2004	1 033 80	02/25/25					
	TOTALS		1,033.80 1,033.80	03/15/05		1,033.80			
			1,033.80			1,033.80			
24	441 Waste Management	r							
		136619604814	361.65	11/01/04					
VENDOR 1	TOTALS		361.65	,,				361.65	
								361.65	
2	67 WEST FELICIANA,	PARISH OF							
27839 6	040006050	2004	1,117.99	12/01/04				1,117.99	
VENDOR T	OTALS	>	1,117.99					1,117.99	
								2,117.33	
	69 WEST MACHINE INC								
25817 P	2/0 #: 10904	16537	3,973.50	08/27/04				3,973.50	
25818 P	/0 #: 10907	16550	584.85	08/29/04				584.85	
25819 P	/0 #: 10903	16538	2,649.00	08/27/04				2,649.00	
26222 P	/0 #: 10899	16589	3,973.50	09/08/04				3,973.50	
26223 M	OBEX	16590	1,324.50	09/08/04				1,324.50	
	AD RIVER-RETURNED E		3,973.50-	09/28/04				3,973.50-	
	Z STICK/PARTS RETUR	101404	4,801.25-	10/14/04				4,801.25-	
27625 M		113004	3,361.85-	11/30/04				3,361.85-	
VENDOR TO	OTALS	>	368.75					368.75	
115	50 WESTERN NEW YORK	PUBLIC							
	UFFALO LEASE	12/04	1,267.24	11/29/04				1 055 -	
	UFFALO LEASE	1/05	1,267.24					1,267.24	
	JFFALO LEASE	2/05	1,267.24					1,267.24	
	JFFALO LEASE	3/05	1,267.24				1,267.24	1,267.24	
	OTALS		5,068.96	,			1,267.24	3 801 72	
	-						+,201.24	3,801.72	

388 WQLN

27252 REGIONET- ERIE 11000 557.50 11/01/04 28004 ERIE 11085 557.50 12/01/04

AGED AS OF 04/08/05 INVOICES WITH DATES PAST AGING DATE ARE EXCLUDED

FOR VENDORS:ALL							
	FOR VENDORS: ALL A/P ACCOUNT: All						
VENDOR NAME				PAST DUE	PAST DUE	PAST DUE	
TRANS# REFERENCE	DOCUMENT #	ORIG AMT	DUE DATE Current	2003 1 - 30 Days	31 - 60 Days		STATUS
1172 WEWS TV							
27504 CLEVELAND	12/04	1,090.00	11/29/04			3 000 00	
27935 CLEVELAND	1/05		12/27/04			1,090.00	
28461 CLEVELAND	2/05		02/01/05			1,090.00	
28650 CLEVELAND	3/05		03/01/05		1,090.00	1,090.00	
VENDOR TOTALS	>	4,360.00	,		1,090.00		
59 WHERLUN	USE ELECTRONICS						
28422 BWATCOM	B501015	246 07	00/10/05				
28423 BWATCOM	B412080		02/11/05		246.07		
28774 BWATCOM	B\$12060 B502065		01/30/05			180.40	
VENDOR TOTALS			03/30/05	539.75			•
VENDOR TOTALS	,	966.22		539.75	246.07	180.40	
1705 WICKWIRE	GAVIN PC						
28354 160324-003	127422	216.00	12/31/04			216.00	
28355 160324-003	126987	1,809.20	11/30/04			809.20	
28356 180289-003	127355	135.00	12/31/04			135.00	
28357 180289-003	126993	2,835.30	11/30/04			1,435.30	
VENDOR TOTALS	>	2,595.50				2,595.50	
ייד ממדגע כחנ	- SPECTRASITE - NBC TV	,					
28218 87750-REHOBE			00 (00 (00				
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28894 87750- REHOBI			01/01/05			935.89	
VENDOR TOTALS		2,807.67	03/01/05		935.89		
	ŕ	2,007.07			935.89	1,871.78	
1173 WKQI/AMFN	MICHIGAN INC						
23421 DETROIT	4/04	1,102.50	03/22/04			1,102.50	
23864 DETROIT	5/04	1,102.50	04/19/04			1,102.50	
24484 DETROIT	6/04	1,102.50	05/24/04			1,102.50	
24891 DETROIT	7/04	1,102.50	06/18/04			1,102.50	
25609 DETROIT	8/04	1,102.50	07/26/04			1,102.50	
26092 DETROIT	9/04	1,102.50	08/27/04			1,102.50	
26592 DETROIT	10/04	1,102.50	09/27/04			1,102.50	
27023 DETROIT	11/04	1,102.50	11/02/04			1,102.50	
27505 DETROIT	12/04	1,102.50	11/29/04			1,102.50	
27936 DETROIT	1/05	1,102.50	12/27/04			1,102.50	
28462 DETROIT	2/05	1,102.50	02/01/05			1,102.50	
28651 DETROIT	3/05	1,102.50	03/01/05		1,102.50	,	
VENDOR TOTALS	>	13,230.00			1,102.50	12,127.50	
1286 WNYT TV		360.00	11/29/04				
1286 WNYT TV 27509 ALBANY - 218 I	BELLVIE 12/04		441621UT				
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	BELLVIE 1/05	360.00	12/27/04			360.00	
27509 ALBANY - 218 E	BELLVIE 1/05 BELLVIE 2/05		12/27/04 02/01/05		360.00		

557.50 557.50 AGED AS OF 04/08/05

INVOICES WITH DATES PAST AGING DATE ARE EXCLUDED

FOR VENDORS:ALL A/P ACCOUNT: All VENDOR NAME PAST DUE PAST DUE PAST DUE TRANS# REFERENCE DOCUMENT # ORIG AMT DUE DATE Current 2003 1 - 30 Days 31 - 60 Days Over 60 Days STATUS 388 WQLN (Continued) 28253 REGIONET 11168 557.50 01/01/05 557.50 28612 REGIONET- ERIE 11251 557.50 02/01/05 557.50 11331 28721 MOBEX - ERIE 557.50 03/01/05 557.50 VENDOR TOTALS ----> 2,787.50 557.50 2,230.00 256 WVEC TV 12/04 27483 SUFFOLK VA 313.71 11/29/04 313.71 27914 SUFFOLK VA 1/05 313.71 12/27/04 313.71 2/01 28440 SUFFOLK VA 313.71 02/01/05 313.71 28631 SUFFOLK VA 3/05 313.71 03/01/05 313.71 VENDOR TOTALS ----> 1,254.84 313.71 941.13 1241 WVTV / WCGV 27025 MILWAUKEE 11/04 963.43 11/02/04 963.43 27507 MILWAUKEE 12/04 963.43 11/29/04 963.43 27938 MILWAUKEE 1/05 963.43 12/27/04 963.43 28464 MILWAUKEE 2/05 963.43 02/01/05 963.43 VENDOR TOTALS ----> 3,853.72 3.853.72 1157 XO COMMUNICATIONS 28005 1522795 22104959 151.23 12/13/04 151.23 28006 1376465 22110730 373.52 12/14/04 373.52 28254 1522795 151.26 01/13/05 22272682 151.26 28255 1376465 22280359 373.60 01/14/05 373.60 VENDOR TOTALS ----> 1,049.61 1.049.61 1701 YOUNG & CALDWELL 28030 MOBEX 113004 425.18 12/30/04 425.18 VENDOR TOTALS -----> 425.18 425.18 1631 YOUNG, RICHARD 10,276.00 08/10/04 26457 MOBEX LLC- JULY 7/04 10,276.00 26458 MOBEX LLC- AUG 91004 10,450.00 09/10/04 10.450.00 26996 WIRE TX ON 10/29/04 102904 10,000.00- 10/29/04 10,000.00-27314 WIRE TX MADE TOWARDS 111204 5,000.00- 11/12/04 5,000.00-VENDOR TOTALS ----> 5,726.00 5,726.00

810,106.55 1,087.48 3,576.42 53,565.06

1,676 RECORDS READ 722 RECORDS PROCESSED

REPORT TOTALS ---->

751,877.59



March 29, 2005

Mr. John Reardon President/CEO Mobex, Network Services

Re: Amendment to Management Agreement

Dear Mr. Reardon:

This letter is intended to serve as an amendment ("First Amendment") to the Management Agreement ("Agreement"), dated December 30, 2002 between Motorola, Inc. ("Motorola") and Mobex Networks Services ("Mobex").

It is the parties' mutual desire to amend Exhibit F of the Agreement and this Amendment will serve to express, and when signed by Mobex, will constitute and Amended to the Management Agreement.

#### Paragraph 1 of Exhibit F: Payments:

Paragraph 1 of Exhibit F entitled "Payments" will be revised as follows:

Mobex will pay Motorola \$9.25 per month plus all applicable federal, state and local sales and use taxes based on use of Motorola Equipment for each activated unit. ("Payment"). This schedule becomes effective upon the parties' execution of this Amendment and will remain in effect through December 31, 2005. At the end of this calendar year, the parties will review the Payment amount and schedule and determine the appropriate Payments going forward. Motorola agrees to waive Payments due for the first two month period of unit activation following the effective date of this Amendment.

#### Paragraph 4 of Exhibit F: Schedule

Paragraph 4 of Exhibit F entitled "Schedule" will be revised as follows:

Paragraph 4.1: Mobex will send Motorola the monthly Reports on the fifth (5<sup>th</sup>) day following the close of each calendar month.

Paragraph 4.3: Payment is due from Mobex fifteen (15) days from the date of the invoice.

PREDMORE161



If the foregoing is acceptable to you, please indicate your acceptance and approval by signing in the space provided below, and return two (2) copies of this letter so executed to me.

Sincerely,

Ken Notter

ACCEPTED AND AGREED TO:

Date: 4-13-05

MOBEX NETWORK SERVICES

Title: M-TECHALCH SCRUCES

Date: 4/13/05



March 29, 2005

Mr. John Reardon President/CEO Mobex, Network Services

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Sincerely,

Ken Notter

ACCEPTED AND AGREED TO:

MOTOROLA, INC.

By:

Title: VCP. RPSD

Date:  $\frac{4}{12} - \frac{13}{12} \cdot  

MOBEX NETWORK SERVICES

By: Jim Smith

Title: VP. TECHNICALS EXVICES

Date: 4/13/05

B. SEND ACKNOWLEDGMENT TO: (Name and Address)  MOBEX  453 EAST PARK PLACE  JEFFERSONVILLE, IN 47130			- T F IN	.C.C. FILIN ILED IITIAL FILI	EDEPARTMENT IG SECTION 03/04/2008 NG NUM: 50693 050185061	5 07:49 AM
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DEBTOR'S EXACT F	ULL LEGAL NAME	- insert only <u>one</u> debtor name (1a or 1	b) - do not abbreviate or combine names			JOE ONE !
Mobex Networ	·····	LC			•	
1b. INDIVIDUAL'S LASTI	NAME		FIRST NAME	MIDDLE	NAME	SUFFIX
. MAILING ADDRESS			CITY		1	
53 East Park Plac	ce		Jeffersonville	STATE	POSTAL CODE 47130	COUNTRY
SEEINSTRUCTIONS	ADD'L INFO RE ORGANIZATION	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION		ANIZATIONAL ID#, if an	US
	DEBTOR	Ltd Liability Compa		i		. Пм
2a. ORGANIZATION'S N	AME	Service (	debtor name (2a or 2b) - do not abbreviate or comb	ine names		
26. INDIVIDUAL'S LAST	NAME		FIRST NAME	MIDDLE	NAME	SUFFIX
MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
SEEINSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORG	ANIZATIONAL ID #, if any	
ECURED PARTY'S I	NAME (or NAME of TO	OTAL ASSIGNEE of ASSIGNOR S/F	') - insert only <u>one</u> secured party name (3a or 3b)			NO
		and Mobile, LLC				
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						00.11%
MAILING ADDRESS 55 King Street			CITY	STATE	POSTAL CODE	COUNTRY
	NT covers the following		Alexandria	VA	22314	US

UCC FINANCING			fi				
9. NAME OF FIRST DEB			ATEMENT				
9a. ORGANIZATION'S NA			7 COLOR	_			
OR Mobex Network							
9b. INDIVIDUAL'S LAST N	IAME	FIRST NAME	MIDDLE NAME,S	UFFIX			
10.MISCELLANEOUS:							
				THE A	BOVE SPACE	IS FOR FILING OFF	ICE USE ONLY
11. ADDITIONAL DEBTOR	R'S EXACT FULL LE	GAL NAME - insert only <u>one</u>	name (11a or 11b) - do not a	abbreviate or combin	ne names		
OR 11b. INDIVIDUAL'S LAST N	AME		FIRST NAME		MIDDLE	NAME	
					MIDDLE	NAME	SUFFIX
11c. MAILING ADDRESS			CITY		STATE	POSTAL CODE	COUNTRY
	ADD'L INFO RE   11e. ORGANIZATION DEBTOR	TYPE OF ORGANIZATION	11f. JURISDICTION OF O	RGANIZATION	11g. OR	L GANIZATIONAL ID #, if a	any NON
12. ADDITIONAL SECU 12a. ORGANIZATION'S NAM		ASSIGNOR S/P'S	NAME - insert only one r	name (12a or 12b)			I INON
OR 12b. INDIVIDUAL'S LAST NA	MAT						
120. INDIVIDUAL 3 LAST IVA	AIVIE		FIRST NAME		MIDDLE	NAME	SUFFIX
12c. MAILING ADDRESS			CITY		STATE	POSTAL CODE	COUNTRY
3. This FINANCING STATEMEN collateral, or is filed as a	IT covers timber to	be cut or as-extracted	16. Additional collateral d	escription:			
4. Description of real estate:	nature ming.		ValleyCAKAE8	89-4009/07/2	01432-52-3	9116-24-54Paln	ndaleCAKAE
			CityMIKCE278	-207/14/2013	345-23-5308	33-55-19Muskeg	onMIKPB531
			CityINKPB531-			_	
5. Name and address of a RECOF	RD OWNER of above-de	escribed real estate					
(if Debtor does not have a recor	rd interest):						
			17. Check <u>only</u> if applicable	and check only on	e box.		
		į.	the control of the co	Water the same of	- contract c	perty held in trust or	Decedent's Estate
			18. Check only if applicable  Debtor is a TRANSMITT		e box.		
			Filed in connection with		ome Transaction -	- effective 30 years	
			Filed in connection with				

FOLLOW INSTRUCTIONS (front and	i back) CAREFULLY						
9. NAME OF FIRST DEBTOR (1a OR	1b) ON RELATED FINANCING STA	TEMENT					
9a. ORGANIZATION'S NAME							
Mobex Network Servic	es, LLC						
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX					
ADDITIONAL COLLATERAL DES	SCRIPTION						
			THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY				
Watton BeachFLWHG/011 LouisMSWHG70312/10/2012 CityLAWHG70612/10/2012 CityTXWHG70812/10/2012 ChristiTXWHG71012/10/20 OrleansLAWHG71212/10/2012 RidgeMSWHG71412/10/2012	2/10/201230-23-25086-12 1230-26-42089-18-08Mor 29-50-56092-12-45Sabind 29-28-01095-00-93Sarge 01227-56-38097-07-54Bat 01229-56-42090-10-30Ba 1232-28-47090-42-45Gree	2-16MobileALWHG7021 gan CityLAWHG70512/ ge PassTXWHG70712/10/ ntTXWHG70912/10/201 ffin BayTXWHG71112/1 you GoulaLAWHG7131 envilleMSWHG71512/10	10/201227-17-30097-48-20New 2/10/201230-12-33091-08-44Oak 0/201233-18-33091-02-00CommerceMSWHG7161				
FerryKYWHG73812/10/201	237-26-57088-05-37Unio	n	1238-16-13090-14-41GraftonILWHG72012/10/201				
StarKYWHG73912/10/201238-01-26086-29-01BashanOHWHG74012/10/201239-03-21081-49-53New							

BluffWIWHG74412/10/201244-39-50092-34-01Laurel
HillLAWHG74512/10/201230-53-20091-21-09NatchezMSWHG74612/10/201231-40-26091-19-49SherardMSWHG74712/10/20
CharlesLAWHG75212/10/201230-00-54093-14-30Port
O'ConnorTXWHG75312/10/201238-33-00006-36-31Province: ILL TXWHG75412/10/201238-30-2000-34-4-30Port

 $O'ConnorTXWHG75312/10/201228-33-09096-36-31 BrownsvilleTXWHG75412/10/201226-28-29097-36-40 Stokes \\ CountyNCWHV733-111/08/200536-22-41080-22-15 Augusta GAWHV740-211/08/200533-26-15082-05-25 Ceasars \\ HeadSCWHV843-111/08/200535-06-29082-37-02 Gastonia NCWHV843-511/08/200535-14-01081-16-36 Little \\ MountainSCWHV843-611/08/200534-11-20081-24-16 Orland of FLWRV374-1205/30/201128-32-2281-22-43 Selden NYWRV374-1205/30/201128-32-2281-22-43 Selden NYWRV374-1205/30/201128-22-43 Selden NYWRV374-1205/30/201128-22-43 Selden NYWRV374-1205/30/201128-22-43 Selden NYWRV374-1205/30/201128-22-42-42-42-42-42-42-42-4$ 

BernNCWRV374-3605/30/201135-00-0276-59-30ClearwaterFLWRV374-3905/30/201127-53-3682-42-22HamdenFLWRV374-44

UCC FINANCING STATEMENT ADDENDUM

UC	C FINANCING STA	TEMENT ADDEN	DUM
FOLLOW INSTRUCTIONS (front and back) CAREFULLY			
9. N	NAME OF FIRST DEBTOR (1a OR 1b	) ON RELATED FINANCING ST	ATEMENT
	9a. ORGANIZATION'S NAME		
OR	Mobex Network Services, LLC		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX
ΛD:	DITIONAL COLLATERAL BEGG	DIDTION	

ADDITIONAL COLLATERAL DESCRIPTION

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

ParkFLWRV374-805/30/201126-45-4480-04-40

### CERTIFICATE OF GOOD STANDINGS

- 1. Alabama
- 2. California
- 3. Delaware
- 4. District of Columbia
- 5. Illinois
- 6. Indiana
- 7. Louisiana
- 8. Maryland
- 9. Minnesota
- 10. New Jersey
- 11. New York
- 12. Ohio
- 13. Pennsylvania
- 14. Texas
- 15. Virginia
- 16. Washington

Nancy L. Worley Secretary of State

P.O. Box 5616 Montgomery, AL 36103-5616

# STATE OF ALABAMA

.

I. Nancy L. Worley, Secretary of State of the State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

that Mobex Network Services, LLC, a Delaware limited liability company, registered in the State of Alabama on May 5, 2003. I further certify that the records do not disclose that a certificate of cancellation has been filed with this office on behalf of Mobex Network Services, LLC



In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the City of Montgomery, on this day.

September 28', 2004

Date

Nancy L. Worley

Secretary of State





# The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "MOBEX NETWORK SERVICES, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SECOND DAY OF DECEMBER, A.D. 2004.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



Harriet Smith Windsor, Secretary of State

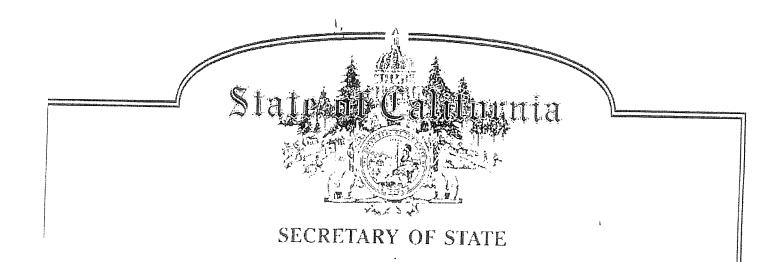
AUTHENTICATION: 3515707

2967800 8300

040868486

DATE: 12-02-04

PREDMORE171



# CERTIFICATE OF GOOD STANDING FOREIGN LIMITED LIABILITY COMPANY

I, KEVIN SHELLEY, Secretary of State of the State of California, hereby certify:

That on the 24th day of November, 1998, MOBEX NETWORK SERVICES, LLC, complied with the requirements of California law in effect on that date for the purpose of registering to transact intrastate business in the State of California; and further purports to be a limited liability company organized and existing under the laws of Delaware as MOBEX NETWORK SERVICES, LLC, and:

That the above limited liability company is entitled to transact intrastate business in the State of California as of the date of this certificate subject, however, to any licensing requirements otherwise imposed by the laws of this state; and

That no information is available in this office on the financial condition, business activity or practices of this limited liability company.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of October 1, 2004.

KEVIN SHELLEY Secretary of State

k.b

## GOVERNMENT OF THE DISTRICT OF COLUMBIA

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS



### CERTIFICATE

# THIS IS TO CERTIFY THAT MOBEX NETWORK SERVICES, LLC

A Limited Liability Company organized and existing under and by virtue of the laws of the state. Delaware has been duly authorized to transact business as a foreign Limited Liability Company in the District of Columbia by virtue of the Certificate of Registration issued by the Department of Consumer and Regulatory Affairs, Corporations Division on the 13th day of April, 2001.

The above entitled Limited Liability Company is at the time of issuance of this Certificate in Good Standing according to the records of this office.

IN TESTIMONY WHEREOF I have hereunto set my hand and caused the sea' of this office to be affixed this 29th day of September, 2004.

David Clark
DIRECTOR

Winnie R. Huston

Acting Administrator

Business and Professional Libensing Administration

Patricia E. Grays ,

Superintendent of Corporations

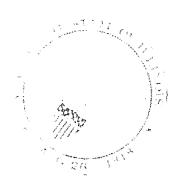
Corporations Division

Anthony A. Williams



# To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this

28TH

day of SEPTEMBER A.D. 2004

Desse White

SECRETARY OF STATE



# State of Indiana Office of the Secretary of State

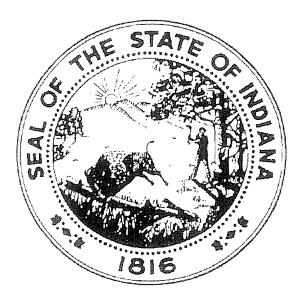
### CERTIFICATE OF AUTHORITY

of

### MOBEX NETWORK SERVICES, LLC

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Application for Certificate of Authority of the above Delaware Foreign Limited Liability Company (LLC) has been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

NOW. THEREFORE, with this document I certify that said transaction will become effective Wednesday, October 06, 2004.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianaporis. October 6, 2004

TODD ROKITA, SECRETARY OF STATE

2004100700069 2004 TUTZT85



SECRETARY OF STATE

As Scoretary of State, of the State of Louisiana, I do hereby Werlify that MOBEX NETWORK SERVICES, LLC

A DELAWARE limited liability company domiciled at WILMINGTON,

Filed charter and qualified to do business in this State on December 10, 2004,

I further certify that the records of this Office indicate the company has paid all fees due the Secretary of State, and so far as the Office of the Secretary of State is concerned, is in good standing and is authorized to do business in this State.

I further certify that this certificate is not intended to reflect the financial condition of this company since this information is not available from the records of this Office.

In testimony whereof I have hereunto set my hand and caused the Seat of my Office to be affixed at the City of Baton Rouge on,

December 10, 2004

ABA 358325550

Fecretary of Flate



As Feoretary of State, of the State of Louisiana, I do hereby Certify that the Application Form for Certificate of Authority of

#### MOBEX NETWORK SERVICES, LLC

Domiciled at WILMINGTON, DELAWARE,

Was filed and recorded in this Office on December 10, 2004

Thus authorizing the limited liability company to exercise the same rights and privileges accorded similar domestic limited liability companies, subject to the provisions of R. S. Title 12, Chapter 22, Part VIII.

In testimony whereof I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on.

December 10, 2004

-ABA 358325550

Secretary of State

### STATE OF MARYLAND

### Department of Assessments and Taxation

PA B ANDERSON OF THE STATE DEPARTMENT, OF ASSESSMENTS AND TAXATION OF THE STATE MARYLAND DOTHER BY CERTIFY THAT THE DEPARTMENT BY AWS OF THE ANTE NOTE OF THE RECORDS OF THIS STATE RELATING TO IMMEDIABLE TO COMPANIES OR THE RIGHTS OF LIMITED TRANSLETY COMPANIES TO RANSACT INNESS NILESS ATE, AND THAT, AM THE PROPER OFFICER OF X OF THE THIS ARTHORY.

THE RELEASE FY THAT MODES NETTOORS STRUCTS THE IS A LIMIT FOR LABILITY MAKES FIXESTING UNDER AND BY VIRILE OF THE LAWS OF THE STATE OF DELAWARE NOTES. THE LIMITED HAS LITTLY COMPANY IS AT THE LIMIT OF THIS CERTIFICATE IN THE LAND NOTES.

TV A TV SS WHEREOF THAVE TERFTINTO SUBSCILIBED MY SIGNATURE AND AFFIXED THE SECURE HE NOTE DEPARTMENT OF ASSESSMENTS AND FAXATION OF MARYLAND AT A TWOR ON THIS SEPTEMBER 28, 2004.

Pau B Anderson Charter Division



301 West Preston Street, Baltimore, Maryland 21201
Telephone Balto. Metro (410) 767-1340 / Outside Balto. Metro (888) 246-5941
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice
Fax (410) 333-7097

# State of Minnesota

# SECRETARY OF STATE

#### Certificate of Good Standing

I, Mary Kiffmeyer, Secretary of State of Minnesota, do certify that: the limited liability company listed below is a limited liability company formed or registered to do business under the laws of Minnesota; the limited liability company was formed by the filing an application for a certificate of authority with the Office of the Secretary of State on the date listed below; the limited liability company is governed by Chapter 322B of Minnesota Statutes; and this limited liability company is authorized to do business as a limited liability company at the time this certificate is issued.

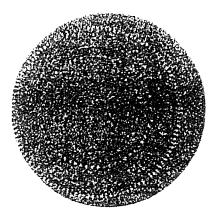
NAME IN MINNESOTA: Mobey Network Services, LLC

NAME IN THE STATE OF FORMATION: Mobex Network Services, LLC

DATE REGISTERED: December 13, 2004

STATE OF ORGANIZATION: DE

This certificate has been issued on: December 13, 2004



Mary Kiffmager Secretary of States

# STATE OF NEW JERSEY DEPARTMENT OF TREASURY SHORT FORM STANDING

MOBEX NETWORK SERVICES, LLC 0600220514

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic Limited Liability Company was registered by this office on December 6, 2004.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

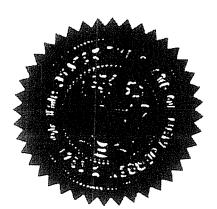
I further certify that the registered agent and registered office are:

Corporation Trust Company 820 Bear Tavern Road West Trenton, NJ 08628 0000

Continued on next page . . .

# STATE OF NEW JERSEY DEPARTMENT OF TREASURY SHORT FORM STANDING

MOBEX NETWORK SERVICES, LLC



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this
13th day of December, 2004

John E McCormac, CPA State Treasurer

# State of New York Department of State 3 ss:

١.

hereby c rtify, that MOBEX MPTAGER SERVICES, LLC . DBLAARE Limited Liability Company filed an Application for Authority pursuant to the Limited Libility Company Law on 19/09/2003. I further certify them to fir as shown by the records of this Department, such Limited Liability Company is still authorized to do business in the State of New York



Witness my hand and the official seal of the Department of State at the City of Albany, this 27th day of September two thousand and four.

Secretary of State

2000 \$28027; \* .



DATE 12/14/2004 DOCUMENTID DESCRIPTION 200434900080 REGISTRATION

DESCRIPTION
REGISTRATION OF FOREIGN LIMITED
LIAEL ITY CO (LFA)

FILING 125 00 EXPED 100.00 PENALTY 00 CERT

COFY

Receipt

This is not a bill. Please do not remit garment

C T. CORPORATION SYSTEM 17 S. HIGH STREET JAMES TANKS III COLUMBUS, OH 43215

# STATE OF OHIO CERTIFICATE

Ohio Secretary of State, J. Kenneth Blackwell

1505716

It is hereby certified that the Secretary of State of Ohio has custody of the business records to-

MOBEX NETWORK SERVICES, LLC

and, that said business records show the filling and recording of

Document(s)

Document Notsi:

REGISTRATION OF FOREIGN LIMITED LIABILITY CO.

200434900080

CONT. CONT.

United States of America State of Chio Office of the Secretary of State Witness my hand and the sea, of the Secretary of State at Columbus, Ohio this 13th day of December, A.D. 26:4

Ohio Secretary of State

# COMMONWEALTH OF PENNSYLVANIA DEPARTMENT, OF STATE

1

September 30, 2004

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING

I DO HEREBY CERTIFY THAT

#### MOBEX NETWORK SERVICES, LLC

is duly registered as a Foreign Limited Liability Company under the laws of the Commonwealth of Pennsylvania and remains subsisting so far as the records of this office show, as of the date herein



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

Secretary of the Commonwealth



## Office of the Secretary of State

# CERTIFICATE OF AUTHORITY OF

Mobex Network Services, LLC Filing Number: 800401903

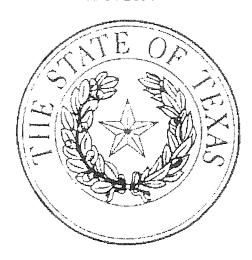
The undersigned, as Secretary of State of Texas, hereby certifies that an application of the above company for a Certificate of Authority to transact business in this state under the Texas Limited Liability Company Act has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Authority to transact business in this state from and after this date for the purpose or purposes set forth in the application under the name of

Mobex Network Services, LLC

D.::ed: 10/14/2004

Effective: 10/14/2004



Geoffrey S. Connor Secretary of State



# STATE CORPORATION COMMISSION

Richmond, October 4, 2004

This certificate of registration to transact business in Virginia is this day issued for

# Mobex Network Services, LLC

a limited liability company organized under the laws of DELAWARE and the said company is authorized to transact business in Virginia, subject to all Virginia laws applicable to the company and its business.



State Corporation Commission Attest:

Clerk of the Commission



# Washington

# Secretary of State

I, SAM REED, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

#### CERTIFICATE OF REGISTRATION

10

#### MOBEX NETWORK SERVICES, LLC

a/an DE Limited Liability Company. Charter documents are effective on the date indicated below.

Date: 12/14/2004

UBI Number: 602-454-113

APPID: 198431



Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Sam Reed, Secretary of State

MOBIle Extelleros

CC: ATS KFD BLH NYC-MOTOROLE
Agreement
FYI.

23 7.17.03

FACSIMILE

Date

3/17/03

No. of Pages Transmitted: (Includes this open page)

Cc Company:

Address:

City/State:

John Smith Tim Smith

From: JOHN REARDON,

PRESIDENT AND CEO

City/State:

Company: Mobex Communications, Inc. Address: 225 Reinekers Lane, Suits 770 225 Reinekers Lane, Suite 770 Alexandria, VA 22314

Telephone #:

Fax #: 703-299-4453

703-299-3441

Telephone #: Fax #:

Comments:

Dear Smiths,

For your records,

Thanks,

#### Coverage

The system was designed for mobile coverage. It should be noted that the portable "on the street" coverage will be seamless within a majority of the service area. The System was not designed to provide in-building coverage, however, many buildings will have coverage inside.

#### System Deployment

The System will be deployed in three phases. The three phases are as follows:

- 1) Exchange Place
- 2) Valhalla
- 3) Third Site and/or Additional Channels as needed

#### Phase 1 - Exchange Place

Phase One will implement a single site six (6) channel PassPort System consisting of one (1) NTS Chassis and associated cards and six (6) MX-800 220 MHz repeaters. The System will be located at the 20 Exchange Place in downtown New York City. This phase will be broken down into the following major tasks:

#### Phase One Factory Staging and Optimization

The Equipment will be shipped to and assembled at Decibel Products in Dallas, Texas for staging. Factory Staging and Optimization of the System will follow procedures identified and approved by Motorola. Staging will consist of the following:

- 1) Racking and cabling of the repeaters, combining equipment, receive multi-couplers, and any additional filtering
- Factory programming and optimization of all NTS units including all Master Cards and Interface Cards (Channel Cards, T-1 Cards, etc.).
- 3) Factory programming and optimization of all repeaters including alignment to the NTS Channel Card.

#### II. Phase One Equipment Installation

The Equipment Installation of the System will consist of the following:

- 1) Installation of equipment racks
- 2) Grounding of equipment
- 3) Connecting system to station power

Antenna and Feed lines will not be needed during this phase since the System will use existing antennas and feed lines. The installation will be done in accordance with the Motorala R56 Standards and Guidelines.

#### III. Phase One Field Optimization

Motorola will determine, at its own discretion, the procedures to follow for field Optimization of the System.

#### A. Field optimization in Phase One will consist of the following:

- 1) Inspection of Equipment
- 2) Testing of Telco lines
- 3) Checking system configuration
- 4) System Provisioning
- 5) System installation documentation
- 6) System performance testing
- 7) RSSI optimization
- 8) Functional acceptance testing

#### B. Field Optimization Conditions

- Field optimization will be performed at 20 Exchange Place in New York City, where the 220 MHz PassPort System is installed.
- The site and Equipment will be accessible to Motorola at all times.
- All Equipment will reach the Exchange Place in the same working condition as when the Equipment left Decibel Products' facility in Dallas, Texas.
- 4) All Equipment will be properly installed at the Exchange Place.
- 5) Motorola will provide two (2) mobile radios and two (2) portable radios to be used in testing.
- 6) Mobex will provide at least one (1) of its personnel to assist in the verification of system performance.

#### Phase 2 - Valhalla

Phase Two will deploy one (1) additional site with a six (6) channel PassPort Systems consisting of one (1) NTS Chassis and associated cards and six (6) MX-800 220 MHz repeaters at each site. This System will be located at Valhalla. This phase will be broken down into the following major tasks:

#### I. Phase Two Fectory Staging and Optimization

The Equipment will be shipped to and assembled at Decibel Products in Dallas, Texas for staging. Factory Staging and Optimization of the System will follow procedures identified and approved by Motorola. Staging will consist of the following:

- 1) Racking and cabling of the repeaters, combining equipment, receive multi-couplers, and any additional filtering
- 2) Factory programming and optimization of all NTS units including all Master Cards and Interface Cards (Channel Cards, T-1 Cards, etc.).
- Factory programming and optimization of all repeaters including alignment to the NTS Channel Card.

#### II. Phase Two Equipment Installation

The Equipment Installation of the System will consist of the following:

- 1) Installation of feed lines
- 2) Installation of antennas
- 3) Installation of equipment racks
- 4) Grounding of antennas, feed lines, and equipment
- 5) Connecting system to station power

This System may not need Antennas and Feed lines if existing antennas and feed lines are used. The installation will be done in accordance with the Motorola R56 Standards and Guidelines.

#### III. Phase Two Field Optimization

Motorola will determine, at its own discretion, the procedures to follow for field Optimization of the System.

## A. Field optimization in Phase Two will consist of the following:

- 1) Inspection of Equipment
- 2) Testing of Telco lines
- 3) Checking system configuration
- 4) System Provisioning
- 5) System installation documentation
- 6) System performance testing
- 7) RSSI optimization
- 8) Functional acceptance testing

#### B. Field Optimization Conditions

- Field optimization will be performed at the Valhalla site near New York City, where the 220 MHz PassPort System is installed.
- 2) The site and Equipment will be accessible to Motorola at all times.
- 3) All Equipment will reach the Valhalla site in the same working condition as when the Equipment left Decibel Products' facility in Dallas, Texas.
- 4) All Equipment will be properly installed at the Valhalla site.
- 5) Motorola will provide two (2) mobile radios and two (2) portable radios to be used in testing.
- 6) Mobex will provide at least one (1) of its personnel to assist in the verification of system performance.

#### Phase Three - Third Site and/or Additional Channels

As the System becomes loaded, a third site and/or additional channels may be required at one or more sites. This will be done up to a maximum of forty (40) channels in the market. Each site's loading statistics will determine when any additional channels are needed. In general this will occur when the system is loaded to around 70 users per channel.

When it is determined that a third site is necessary, the following tasks will be performed:

#### 1. Third Site Factory Staging and Optimization

The Equipment will be shipped to and assembled at Decibel Products in Dallas, Texas for staging. Factory Staging and Optimization of the System will follow procedures identified and approved by Motorola. Staging will consist of the following:

- Racking and cabling of the repeaters, combining equipment, receive multi-couplers, and any additional filtering
- Factory programming and optimization of all NTS units including all Master Cards and Interface Cards (Channel Cards, T-1 Cards, etc.).
- 3) Factory programming and optimization of all repeaters including alignment to the NTS Channel Card.

#### II. Third Site Equipment Installation

The Equipment Installation of the System will consist of the following:

- 1) Installation of feed lines
- 2) Installation of antennas
- 3) Installation of equipment racks
- 4) Grounding of antennas, feed lines, and equipment
- 5) Connecting system to station power

This System may not need Antennas and Feed lines if existing antennas and feed lines are used. The installation will be done in accordance with the Motorola R56 Standards and Guidelines.

## Il. Additional Channels Field Optimization

Phase Three field optimization will differ from the first two phases. While the repeaters and combining equipment may be shipped to and assembled in a rack at Decibel Products, the NTS switch will already be in place at the various sites. Motorola will determine, in its own discretion, the procedures to follow for field optimization during Phase Three.

# A. Field optimization in Phase Three will consist of the following:

1) Inspection of Equipment

2) Factory Programming and optimization of all repeaters, including alignment to the NTS Channel Card.

3) System performance testing

#### B. Field Optimization Conditions

- Field optimization will be performed at the selected sites located in the greater New York City area, where the 220 MHz PassPort System will be installed.
- 2) The sites and Equipment will be accessible to Motorola at all times.
- 3) All Equipment will reach the sites in the same working condition as when the Equipment left Decibel Products' facility in Dallas, Texas.
- 4) All Equipment will be properly installed at the sites.
- 5) Motorola will provide one (1) mobile radios and one (1) portable radios to be used in testing.
- 6) Mobex will provide at least one (I) of its personnel to assist in verification of System performance.

It is possible that the Additional Channels of Phase Three may have to be performed more than once. In each case the tasks involved remain the same. This will be done up to an expected maximum number of 40 total channels between all three sites.

#### III. Third Site Field Optimization

Motorola will determine, at its own discretion, the procedures to follow for field Optimization of the System.

#### A. Field optimization in Phase Two will consist of the following:

- 1) Inspection of Equipment
- 2) Testing of Telco lines
- 3) Checking system configuration
- 4) System Provisioning
- 5) System installation documentation
- 6) System performance testing
- 7) RSSI optimization
- 8) Functional acceptance testing

#### B. Field Optimization Conditions

- 1) Field optimization will be performed at the Third Site near New York City, where the 220 MHz PassPort System is installed.
- 2) The site and Equipment will be accessible to Motorola at all times.
- 3) All Equipment will reach the Third Site in the same working condition as when the Equipment left Decibel Products' facility in Dallas, Texas.
- 4) All Equipment will be properly installed at the Third Site.
- 5) Motorola will provide two (2) mobile radios and two (2) portable radios to be used in testing.
- 6) Mobex will provide at least one (1) of its personnel to assist in the verification of system performance.

When it is determined that additional channels are necessary at one or more sites, the following tasks will be performed:

#### I. Additional Channels Equipment Installation

The Equipment Installation of the System will consist of the following:

- 1) Installation of equipment racks
- 2) Installation of equipment
- 3) Grounding of equipment
- 4) Connecting into existing equipment

The installation will be done in accordance with the Motorola R56 Standards and Guidelines.

### Exhibit B-2 Scope of Work

#### Greater New York City Area

#### Introduction

The purpose of this Scope of Work is to outline the process involved in implementing the 220 MHz PassPort system in the New York City area.

#### General

The 220 MHz PassPort system (System) is designed to provide wide-area dispatch operations in the New York City area. Based on preliminary measures, the system capacity is expected to be reached at loading levels of 85 units per channel (System Capacity). This number will be impacted by the usage patterns and type of users. The System is expected to have 40 channels deployed between the three sites. The sites have been chosen to provide maximum coverage from each site individually. This allows better utilization of the channels at each site by keeping subscribers from roaming to adjacent sites and utilizing system resources at that site. The site selection is a collaborative effort between Motorola and Mobex with both supplying resources to conduct noise environment testing. The two initial sites identified by Motorola & Mobex for this system are:

- Exchange Place covers downtown and surrounding areas
- Valhalla covers the northeast

The third site will be determined at a later date, but will most likely cover the southwest area.

#### EXHIBIT A-2 SPECTRUM MANAGEMENT PLAN

#### New York City Area

## Mobex Network Services New York City-area AMTS Licenses and Frequencies

SITE New York City	CALL SIGN WRV374-33	LATITUDE 40° 42' 21.7"N	LONGITUDE 74° 00' 33.7"W	FREQUENCIES 217.5125 MHz to 217.9875 MHz
Valhalla, NY	WRV374-18	41° 04' 13.3"N	73 <sup>0</sup> 47° 23.5"W	217.5125 MHz to 217.9817 MHz
Third Site Option	ons			
Selden, NY	WRV374-14	40 <sup>0</sup> 50' 31.4"N	73 <sup>0</sup> 01' 34.4"W	217.5125 MHz to 217.9875 MHz
Verona, NJ	WRV374-15	40° 50° 04.4°°N	74 <sup>0</sup> 13' 20.5"	217.5125 MHz To 217.9875 MHz

# AMENDMENT NUMBER ONE TO THE MANAGEMENT AGREEMENT BETWEEN MOTOROLA, INC. AND MOBEX NETWORK SERVICES, LLC.

This Amendment to the Management Agreement dated December 30, 2002, ("Agreement") is entered into between Motorola, Inc., a Delaware corporation, by and through its Commercial, Government, & Industrial Solutions Sector ("Motorola") and Mobex Network Services, LLC., a Delaware corporation.

#### RECITALS

WHEREAS, the parties desire to design, build, install, and optimize wireless communications Systems in the greater New York City area; and

WHEREAS, this Amendment is executed pursuant to Section 13.9 of the Agreement which requires modifications to the terms of the Agreement to be in writing and signed by authorized representatives of the parties.

**AMENDMENT** 

NOW, THEREFORE, in consideration of the mutual obligations contained herein, the parties agree as follows:

Section 1.4 is amended to include the following Exhibits attached hereto and incorporated herein:

- A-2 FCC Licenses: Spectrum Management Plan Greater New York City area
- B-2 Scope of Work: Greater New York City area
- D-2 Functional Acceptance Test Plan: Greater New York City area
- E-2 Project Schedule: Greater New York City area
- G-2 Distribution: Greater New York City area
- H-2 Responsibility Matrix: Greater New York City area
- 1-2 Maintenance and Operation Responsibilities: Greater New York City area

Except as specifically amended herein, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on the dates set forth below with an effective date of March 11, 2003.

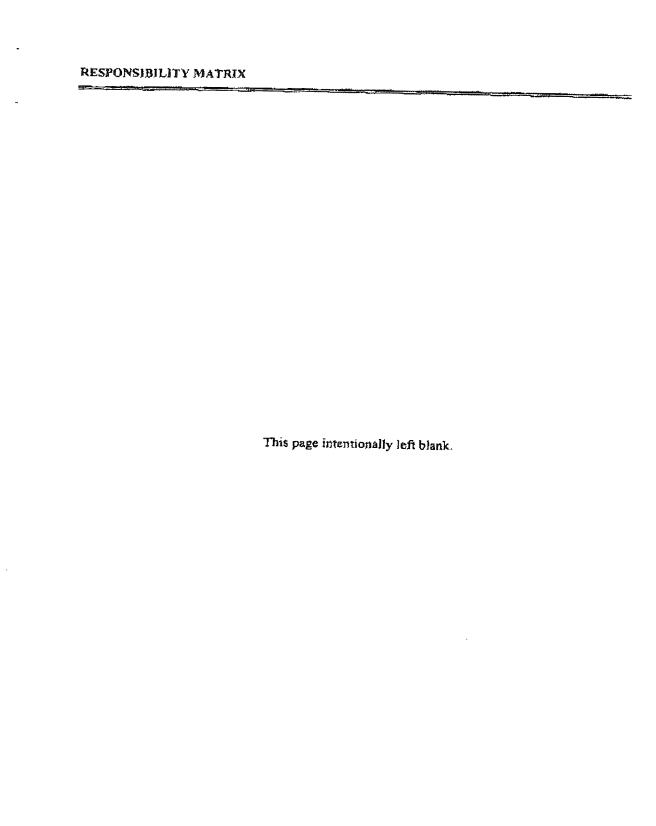
MOTOROLA INC. COMMERCIAL, GOVERNMENT, AND INDUSTRIAL SOLUTIONS SECTOR	MOBEX NETWORK SERVICES, LLC
By: Eller O-Hz (Signature)	By: Ophn / Lushi (Signature)
Name: Eller O'Hara (Print - Block Letters)	Name: John Readon (Print - Block Letters)
THE VP and GM. RPD	Title: (Vesident + CEO
(Print - Block Letters)  Date: March 14, 2003	Date: 3/11/03

#### EXHIBIT 1 - 2

#### Greater New York City Area

#### WARRANTY, MAINTENANCE AND OPERATIONS

- 1. Warranty Motorola will warrant the Equipment provided in this Agreement at the "component level only", extending the manufacturer's warranty for each component to Mobex with Motorola's system support center as the single contact point for Mobex and its third party service provider as outlined in the attached letter.
- 2. <u>Maintenance level</u> Mobex will provide Equipment repair and support resources to provide system operation in a manner that promotes end customer satisfaction. Motorola understands that Mobex will subcontract Equipment repair through a third party service provider. In order to maintain satisfactory system operation, Mobex shall provide Equipment repair as follows:
- 2.1 Third Party Service Provider. All Equipment repair is to be performed by a Motorola Authorized Service Center ("MSS").
- 2.2 Availability and Response Time for the System Switch (Passport NTS): Mobex will require the MSS to be available to perform Equipment repair twenty-four (24) hours per day, seven days per week. Mobex will require the MSS to respond and immediately begin repair within four (4) hours of notification of a required repair.
- 2.3 Availability and Response Time for System Repeaters. Mobex will require the MSS to be available to perform Equipment repair Monday through Friday between the business hours of 8am and 5pm. Mobex will require the MSS to respond and immediately begin repair within twenty-four (24) hours of notification of a required repair.
- 2.4 Mobex will engage the MSS to perform preventative maintenance on the Equipment, as recommended by the MSS.
- 2.5 Mobex will perform routine remote diagnostics on the System in an effort to identify problems prior to receipt of an end customer complaint.
- 3. Operations Mobex shall operate the System in accordance with best practices in the industry, including but not limited to preparing clear, accurate billing statements, easy customer activation and deactivation and System performance as outlined in this Agreement and the relevant Exhibits. Mobex will use remote diagnostics, in addition to end customer and dealer feedback to help determine satisfactory operation levels for the System.



Motorola Confidential Proprietary

MOTOROLA

System Implementation & Integration	Motorola	Mobex
Provide (1) one phone line for dial up diagnostics		X
Perform Optimization & Testing	<u> </u>	<del></del>
Staging Acceptance Test Plan	X	· · · · · · · · · · · · · · · · · · ·
Optimize system at staging and field	X	
Site Antenna Systems		
Provide antenna space		X
Purchase Antennas (XMT/RCV)	X	-
Purchase Transmission Line Connectors and Hangers	×	
Purchase "Site Specific" Installation Hardware To Mount Antenna Systems	x	
Provide Cable Race Ways For Antenna System Transmission Line	Х	
nstall Cable Race Ways For Antenna System Transmission Line	X	
nstall Grounding Kits For XMT/RCV,	х	
nstall TX/RX Antenna Feed Line Surge Suppressers	х	
Sweep all antenna lines	X	
C Wiring from Breaker Panel to Rectifier Rack		
Provide/Install AC Wiring From Customer Breaker Panel To PassPort ack	x	
nstall Equipment Cabling		
nstall all inter-rack cabling	Х	
irst Field Application (FFA) Site Optimization/"Stand" Alone ATP	X	X

System Implementation & Integration	Motorola	Mobe
Fixed Network Equipment Implementation Work		
Perform RF Optimization	х	
Install all equipment. FNE, Antenna Network	X	
System Tests	<del></del>	
Internal Acceptance test at staging	х	
Attend Factory Staging	х	
Perform Field Acceptance Test	Х	Х
Set System RSSI	Х	Х
Correction of defects found during field ATP's	X	· · · · · · · · · · · · · · · · · · ·
Final System Acceptance Testing	Х	Х
System Warranty Support Services for year 1		M
Perform First Year Warranty Activities per Motorola's System Warranty	х	
Provide 7x24x4 Field Service Support for NTS chassis, and M-F 8x5x24 on balance of FNE from an authorized Motorola Service Facility		х
Provide spare FRU NTS boards & MX800 repeater to selected authorized Motorola Service Facility	х	
SITE DEVELOPMENT WORK ELEMENTS:		
Site Works/Engineering		
Define/locate site	x	X
Conduct noise floor measurements	X	
lite Walk/Survey for system specific site preparations and/or improvements in accordance with R56 standards	х	×
quipment Room		
nsure room meets Motorola R56 standard. Including grounding, electrical, and surge suppression.	×	Х

Motorola Confidential Proprietary



# PROJECT RESPONSIBILITY MATRIX

System Implementation & Integration	Motorola	Mobex
GENERAL PROJECT RESPONSIBILITIES & WORK EL	EMENTS:	
Proposal and Design		
Provide proposal	X	
Finalize all System/Project Information/Documentation, SOW, Schedule, Responsibility Matrix, Equipment List, etc.	x	
General Responsibilities per site		
Assign a Program Manager and/or Project Team	X	
Assign Point of contact responsible for interface with Mot PM		Х
Prepare implementation schedule	Х	
Provide frequencies, insure all licenses are current & cover all FCC related legal fees required to support the use of the AMTS Fart 80 spectrum used in market deployment		Х
Assume cost for all warehousing, storage and inventory control of equipment prior to installation.	X	
Maintain billing for System users		Х
Obtain all site interface as needed. T1, Microwave etc.		Х
Project/Order Administration		
Purchase FNE, and ancillary equipment	Х	
Retain title of FNE and ancillary equipment	Х	
Provide insurance coverage for Equipment	Х	
Facilities/Sites		
Identify sites	X	X
Secure sites that are FNE ready per R56 standards		х
Stage system at Motorola designated staging facility	х	_

M MOTOROLA

# **EXHIBIT H-2**

# PROJECT RESPONSIBILITY MATRIX

GREATER NEW YORK CITY AREA

# Exhibit G-2 Distribution

#### Greater New York City Area

#### General

The Motorola authorized Professional Series dealers will be primarily responsible for activating subscribers on the System. The System is expected to have 40 channels total between the three sites. The sites have been chosen to provide maximum coverage from each site individually to facilitate opportunities to market single site service packages as well as multiple-site or network priced service packages. This allows better utilization of the channels at each site by keeping subscribers from roaming to adjacent sites and utilizing System resources at such adjacent site unless a particular subscriber has a specific need for multiple sites and is charged accordingly. The dealers identified to participate in activating subscribers on the System are:

0	Global Telecom	New York
0	LRS Communications	New York
0	Barry Electronics	New York
0	Regional	New Jersey
0	Warner Communications	New Jersey
0	J&H	New Jersey

#### Training

Motorola will make available to the above listed authorized professional series dealers sales personnel training materials and classes to help them more effectively sell radio system solutions utilizing the System. These classes are available at a cost to the dealership that is dependent upon content and delivery method. Authorized training classes are eligible for reimbursement through the "coop" program if the dealer elects to use his available funds for this purpose.

#### **Product and Promotions**

Motorola will make available to the above listed authorized professional series dealers two way radio products that are capable of operating in the 200MHz frequency band on the LTR and PassPort protocols. In the process of making these products available Motorola may periodically engage in promotional activities to aid the sales efforts of the dealers involved. These efforts may include cooperative advertising funds, rebates, coming in first awards or other such programs that Motorola may deem beneficial in the furtherance of our business goals.

Comm	Systems		<u> </u>				07	Order		:				Statement without the se
Commercial launch and availability	Systems live in New York city market	initiate "pre-sale" strategy	Execute Dealer bitz	Optimize system	Install site equipment		Order & receive site equipment	Order & receive system equipment	Secure spectrum	Secure site licenses	Site	Market identification	Davelop Business case	
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certify on behalf of Motorola that t	he PassPort system
has been installed, optimin	zed, and tested in
cedures and contractual obligations.	
obex.	
certify on behalf of Mobex that the	PassPort system
has been installed, optimiz	zed, and tested in
edures and contractual obligations.	
Otorola.	
For Mobex:	
[Signed Name]	
[Date]	
	has been installed, optimizedures and contractual obligations.  obex.  certify on behalf of Mobex that the has been installed, optimizedures and contractual obligations.  otorola.  For Mobex:

#### EXHIBIT D-2 Greater New York City Area

#### FATP CHECK LIST

#### SYSTEM INSPECTION

Feature	Description	Y/N Initialed
Site R56 Compliant	The communications facility meets/exceeds the guidelines set forth in Motorola's R56 Standards & Guidelines for Communications Sites (68P81089E50-A)	
System Grounding	The equipment is properly grounded	
Power	System is connected to UPS. UPS is connected to appropriate power source	
Lightening Suppression	Antennas (TX & RX) have lightening suppression attached. Lightening suppressor is properly grounded	
T-1 Connection	System is properly connected to the T-1 lines.	<del></del>
Telco Lines Connected	System is properly connect to all Telco lines	

#### **TELCO EQUIPMENT**

Feature	Description	Y/N Initialed
T-1 Operational	All T-1's are operational and have been tested	
Telco Lines Operational	All Telco lines are operational and have been properly tested	

#### VERIFY CONFIGURATION

Feature	Description	Y/N Initialed
Verify Frequency	Check all repeaters to ensure proper frequency	
Verify Power	Measure the power out of all repeaters	
Set Squelch	Set the proper squelch level of all repeaters	

#### SYSTEM PERFORMANCE

Feature	Description	Y/N Initialed
Intermodulation	By keying up multiple repeaters, verify there are no unwanted intermodulation products at the input to the repeaters.	
Repeater Accessibility	Verify that subscribers can access all repeaters.	
Signal Coverage	Perform drive testing to determine actual coverage	
RSSI Optimization	RSSI levels are set to proper values based upon drive test results	
Roaming	Verify the proper functioning of the roaming between sites.	

I,Marty Tin	del cer	tify on behalf of Motorola that the	PassPort system
located at	Sears Tower	has been installed, optimize	ed, and tested in
accordance with al	l Motorola proced	ures and contractual obligations.	By signing below,
I am turning the sy	stem over to Mob	ex.	
I,Tim Smith	1 ceri	tify on behalf of Mobex that the P	assPort system
located at	Sears Tower [System Location(s)]	has been installed, optimize	ed, and tested in
		ures and contractual obligations.	
I am accepting the	system from Moto	orola.	
For Motorola:		For Mobex:	
MLL		Jim x	1mt
[Signed Name]		[Signed Name]	
35.04		5/12/01	Ø
[Date]		[Date]	

Both -

I,Marty Tindel [Print Name]	_ certify on behalf of Motorola that the PassPort system
located atLake Zuricl	has been installed, optimized, and tested in
	ocedures and contractual obligations. By signing below,
I am turning the system over to	Mobex.
I,Tim Smith [Print Name]	_ certify on behalf of Mobex that the PassPort system
located at Lake Zuric.	h has been installed, optimized, and tested in
	ocedures and contractual obligations. By signing below
I am accepting the system from	Motorola.
For Motorola:	For Mobex:
M Lill Isigned Notes	Jin Smith
[Signed Name]	[Signed Name]
3-5-04	5/0/09
[Date]	[Date]

I,Marty Tindel Print Name	certify on behalf of Motorola that the PassPort system	
located atJoliet	has been installed, optimized, and tested in	
	rocedures and contractual obligations. By signing below,	
I am turning the system over to	Mobex.	
I,Tim Smith	_ certify on behalf of Mobex that the PassPort system	
located atJoliet	has been installed, optimized, and tested in	
accordance with all Motorola pr	rocedures and contractual obligations. By signing below	
I am accepting the system from	Motorola.	
For Motorola:	For Mobex:	
MILL	In Smith	
[Signed Name]  3-5.04	[Signed Name]	
[Date]	[Date]	

I,Marty Tindel	certify on behalf of Motorola that the PassPort system
located atAurora	has been installed, optimized, and tested in
	a procedures and contractual obligations. By signing below,
I am turning the system over	to Mobex.
I,Tim Smith	certify on behalf of Mobex that the PassPort system
	has been installed, optimized, and tested in
accordance with all Motorola	a procedures and contractual obligations. By signing below
I am accepting the system from	om Motorola.
For Motorola:	For Mobex:
[Signed Mana]	Jim Smith
FaiRuen M\u00e9unel	[Signed Name]
3-5.04	5/12/04
[Date]	[Date]

I,Marty Tindel	certify on behalf of Motorola that the PassPort system
located atLegg Mason [System Location]	has been installed, optimized, and tested in
accordance with all Motorola pro	ocedures and contractual obligations. By signing below,
I am turning the system over to I	Mobex.
I,Tim Smith	certify on behalf of Mobex that the PassPort system
located at Legg Masor [System Location(s	has been installed, optimized, and tested in
	ocedures and contractual obligations. By signing below
I am accepting the system from M	Motorola.
For Motorola:	For Mobex:
MILL	1in Amill
[Signed Name]	[Signed Name]
[Date]	5/02/09 [Date]

I,Marty Tind	el certify on bel	half of Motorola that the	PassPort system
located at	Independent Hill	_ has been installed, op	timized, and tested in
	Motorola procedures and		
I am turning the sys	tem over to Mobex.		
I,Tim Smith	certify on bo	ehalf of Mobex that the I	PassPort system
located at	Independent Hill	has been installed, op	timized, and tested in
	Motorola procedures and		
I am accepting the s	system from Motorola*.		
For Motorola:		For Mobex:	
M LL [Signed Name]		Signed Name	Smith_
3-5-04		5/121	loy
[Date]		[Date]	

<sup>\*</sup>This system requires a few additional tasks. Namely, the following measurements are outstanding: output power from the combiner, receiver desense, and reflected power. Also, the squelch level must be set. These tasks will be performed and completed as soon as possible.

I,	Marty Tind	el certify on l	behalf of Motorola that the	e PassPort system
locate	d at	Independent Hill	has been installed, op	timized, and tested in
accord	lance with all	Motorola procedures and	d contractual obligations.	By signing below,
I am ti	urning the sys	tem over to Mobex.		
I,	Tim Smith	certify on I	behalf of Mobex that the F	assPort system
located	d at	Independent Hill	has been installed, op	timized, and tested in
			d contractual obligations.	
I am a	ccepting the s	system from Motorola.		
For M	otorola:		For Mobex:	
[Signe	d Name]		[Signed Name]	Smith
[Date]	3-5.0	<u> </u>	5/12/0 [Date]	